



**CITY OF SOUTH PASADENA  
CITY COUNCIL REGULAR MEETING AGENDA**

**Council Chamber  
1424 Mission Street, South Pasadena, CA 91030**

**May 20, 2020, at 7:30 p.m.**

*South Pasadena City Council Statement of Civility*

*As your elected governing board we will treat each other, members of the public, and city employees with patience, civility and courtesy as a model of the same behavior we wish to reflect in South Pasadena for the conduct of all city business and community participation. The decisions made tonight will be for the benefit of the South Pasadena community and not for personal gain.*

**NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY**

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for May 20, 2020 will be conducted remotely and held by video conference. The Meeting will be broadcast live on the City's website ([http://www.spectrumstream.com/streaming/south\\_pasadena/live.cfm](http://www.spectrumstream.com/streaming/south_pasadena/live.cfm)) and local cable channels.

Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chambers will not be open for the meeting. Council Members will be participating remotely and will not be physically present in the Council Chambers.

If you would like to comment on an agenda item, members of the public may submit their comments in writing for City Council consideration, by emailing them to: [ccpubliccomment@southpasadenaca.gov](mailto:ccpubliccomment@southpasadenaca.gov). **Public Comments must be received by 6 p.m., May 19, 2020** to ensure adequate time to compile and post. Public Comment portion of the email is limited to 150 words. Please make sure to indicate: 1) your name; 2) what agenda item you are submitting public comment on, or if it is a general public comment; and/or 3) if you request for your public comment to be read at the meeting.

**CALL TO ORDER:** Mayor Robert S. Joe

**ROLL CALL:** Councilmembers Michael A. Cacciotti, Marina Khubesrian, M.D, and Richard D. Schneider, M.D.; Mayor Pro Tem Diana Mahmud; and Mayor Robert S. Joe.

**PLEDGE OF ALLEGIANCE:** Councilmember Marina Khubesrian, M.D.

**SPECIAL PRESENTATION**

**1. Coronavirus Update and Discussion**

**CLOSED SESSION ANNOUNCEMENTS**

**2. CLOSED SESSION ANNOUNCEMENTS:** A Closed Session Agenda has been posted separately.

**PUBLIC COMMENT AND SUGGESTIONS**  
The City Council welcomes public input. Members of the public may address the City Council by emailing: [ccpubliccomment@southpasadenaca.gov](mailto:ccpubliccomment@southpasadenaca.gov). Public Comments must be received by 6 p.m., May 19, 2020 to ensure adequate time to compile and post. Public Comment portion of the email is limited to 150 words. Please make sure to indicate: 1) your name; 2) what agenda item you are submitting public comment on, or if it is a general public comment; and/or 3) if you request for your public comment to be read at the meeting.  
  
Pursuant to state law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

**3. Public Comment – General**

**COMMUNICATIONS**

**4. Councilmembers Communications**  
Time allotted per Councilmember is three minutes. Additional time will be allotted at the end of the City Council Meeting agenda, if necessary.

**5. City Manager Communications**

**6. Reordering of and Additions to the Agenda**

**OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

Items listed under the consent calendar are considered by the City Manager to be routine in nature and will be enacted by one motion unless a public comment has been received or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

**CONSENT CALENDAR**

- 7. Minutes of the Regular City Council Meeting on March 4, 2020
- 8. Minutes of the Special City Council Meeting on March 18, 2020
- 9. Minutes of the Regular City Council Meeting on March 18, 2020
- 10. Approval of Prepaid Warrants in the Amount of \$86,966.35; General City Warrants in the Amount of \$305,530.68; General City Warrant Voids in the Amount of (\$2,912.05); Supplemental ACH Payments in the Amount of \$37,055.93

Recommendation

It is recommended that the City Council approve the Warrants as presented.

- 11. Discretionary Fund Requests from Mayor Robert Joe (\$1,000) and Councilmember Michael Cacciotti (\$2,000) for a Combined \$3,000 in Support of the Festival of Balloons Fourth of July Youth Public Art Display

Recommendation

It is recommended that the City Council approve Discretionary Fund requests by Mayor Robert Joe in the amount of \$1,000 and Councilmember Michael Cacciotti in the amount of \$2,000 for a combined \$3,000 for the Festival of Balloons Fourth of July Youth Public Art Display on Mission Street and Fair Oaks Avenue.

- 12. Discretionary Fund Requests from Mayor Robert Joe (\$2,000), Mayor Pro Tem Diana Mahmud (\$5,000) and Councilmember Marina Khubesrian (\$3,000), for a Combined Total of \$10,000 for True North Polling Survey Professional Services Agreement

Recommendation

It is recommended that the City Council approve a Discretionary Fund requests by Mayor Joe in the amount of \$2,000, Mayor Pro Tem Mahmud in the amount of \$5,000, and Councilmember Khubesrian in the amount of \$3,000, for a combined total of \$10,000 for the True North Polling Survey Professional Services Agreement.

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**13. Adoption of a Resolution Approving a Memorandum of Understanding between the City of South Pasadena and the Los Angeles County District Attorney, Alhambra Office, for the Implementation and Use of the Electronic Charge Evaluation Request Portal**

Recommendation

It is recommended that the City Council adopt the attached Resolution approving a Memorandum of Understanding (MOU) between the City of South Pasadena (City) and the Los Angeles County District Attorney, Alhambra Office for the implementation and use of the Electronic Charge Evaluation Request portal (eCER).

**14. Adopt a Resolution to Execute and Join the San Gabriel Valley Regional Housing Trust Joint Powers Agreement to Attract and Secure Additional Funding for Supportive and Affordable Housing Projects**

Recommendation

It is recommended that the City Council adopt a Resolution to execute the San Gabriel Valley Regional Housing Trust (SGVRHT) Joint Powers Agreement (Agreement) to attract and secure additional funding for supportive and affordable housing projects.

**15. Adopt a Resolution to Approve Participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program**

Recommendation

It is recommended that the City Council adopt a Resolution to approve participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program by authorizing the Mayor, or his/her designee to sign a Cooperation Agreement with the Los Angeles County Development Authority (LACDA).

**16. Adoption of a Resolution Supporting and Authorizing Staff to File an Application for the Local Early Action Planning Grant Program for the Preparation and Adoption of the 2021 Housing Element Update**

Recommendation

It is recommended that the City Council adopt a resolution supporting and authorizing the Staff to file an application for the Local Early Action Planning (LEAP) Grant Program for the preparation and adoption of the 2021 Housing Element Update.

**17. Approval of First Contract Amendment with Pasadena Humane Society and SPCA for Animal Control Services Extending the Contract Term until June 30, 2021 and Increasing the Total Compensation to \$171,570**

Recommendation

It is recommended that the City Council approve the first contract amendment with the Pasadena Humane Society & SPCA (PHS) to extend the contract term for one year until June 30, 2021 and increase the total compensation by \$43,678 to \$171,570.

**18. Award of Contract to Better 4 You Meals in the Amount of \$85,135 for the Catered Senior Meal Program beginning June 1, 2020 and Fiscal Year 2020-2021, with the Option to Renew the Contract for an Additional Four Year**

Recommendation

It is recommended that the City Council:

1. Award a contract for the Senior Meal Program (Program) to Better 4 You Meals in the amount of \$85,235 for Fiscal year 2020-2021, to provide meals at the Senior Center and for home delivery. The contract will serve for a one-year period. Additionally, in accordance with the Community Development Block Grant (CDBG) guidelines, staff may automatically renew the contract up to four additional years (pending sufficient funds from CDBG), for a contract total of five-years, ending in 2025.
2. Approval starting June 1, 2020; contract with existing caterer will be terminated effective May 30, 2020.

**19. Approval of a CalPERS Resolution Fixing the Employer Contribution under the Public Employees’ Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants**

Recommendation

It is recommended that the City Council approve the proposed resolution, to reflect recently negotiated changes to the employer contribution under the Public Employees’ Medical and Hospital Care Act (PEMCHA) at amounts specified in the attached resolution for employees and annuitants.

**PUBLIC HEARING**

**20. Appeal of the Planning Commission Decision (Project No. 2311 – Appeal) – to Approve the Mission Bell Mixed-Use Project located at 1101-1115 Mission Street (APNs 5315-008-043 and -045)**

Recommendation

It is recommended that the City Council deny the Appeal (Project No. 2311-Appeal) and uphold the Planning Commission certification of an Environmental Impact Report and approval of the Mission Bell Mixed-Use development located at 1101, 1105, 1107, and 1115 Mission Street, subject to the Conditions of Approval.

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**ACTION/DISCUSSION ITEMS**

**21. Adoption of a Resolution Establishing a Vehicle Miles Traveled Methodology Developed in Accordance with the California Environmental Quality Act Transportation Impact Analysis Requirements**

Recommendation

It is recommended that the City Council adopt the proposed Resolution establishing a Vehicle Miles Traveled (VMT) Methodology developed in accordance with the California Environmental Quality Act (CEQA) Transportation Impact Analysis requirements while maintaining the use of Level of Service (LOS) to analyze and mitigate transportation impacts.

**ADJOURNMENT**

**FUTURE CITY COUNCIL MEETINGS  
(OPEN SESSION)**

|               |                              |                 |           |
|---------------|------------------------------|-----------------|-----------|
| June 3, 2020  | Regular City Council Meeting | Council Chamber | 7:30 p.m. |
| June 17, 2020 | Regular City Council Meeting | Council Chamber | 7:30 p.m. |
| July 1, 2020  | Regular City Council Meeting | Council Chamber | 7:30 p.m. |

**PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS**

City Council Meeting agenda packets are available online at the City website: <https://www.southpasadenaca.gov/government/city-council-meetings/2019-council-meetings-copy>

Agenda related documents provided to the City Council are available for public inspection on the City’s website at <https://www.southpasadenaca.gov/government/city-council-meetings/2019-council-meetings-copy>. Additional Documents, when presented to City Council, will also be uploaded and available on the City’s website.

Regular meetings are broadcast live on Spectrum Channel 19 and AT&T Channel 99. Meetings are also streamed live via the internet at <https://www.southpasadenaca.gov/government/city-council-meetings/2019-council-meetings-copy>.

**AGENDA NOTIFICATION SUBSCRIPTION**

Individuals can be placed on an email notification list to receive forthcoming agendas by emailing [CityClerk@southpasadenaca.gov](mailto:CityClerk@southpasadenaca.gov) or calling the City Clerk’s Division at (626) 403-7230.

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**ACCOMMODATIONS**



The City of South Pasadena wishes to make all of its public meetings accessible to the public. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230 or [CityClerk@southpasadenaca.gov](mailto:CityClerk@southpasadenaca.gov). Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

*I declare under penalty of perjury that I posted this notice of agenda on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's website as required by law.*

5/15/2020

Date

/s/

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Maria E. Ayala  
Chief City Clerk



**Wednesday, March 4, 2020**  
**Minutes of the Regular Meeting of the City Council**

**CALL TO ORDER**

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Joe on Wednesday, March 4, 2020, at 7:40 p.m., in the Council Chamber, located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**Present:** Councilmembers Cacciotti, Khubesrian, and Schneider; Mayor Pro Tem Mahmud; and Mayor Joe.

**Absent:** None

**City Staff Present:** City Manager DeWolfe; Assistant City Attorney Jared; City Clerk Zneimer; and Chief City Clerk Ayala were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

**PLEDGE OF ALLEGIANCE**

Councilmember Richard Schneider led the Pledge of Allegiance.

**INFORMATION REPORTS**

Mayor Joe announced Item No. 18 would be heard first and provided brief comments on the City's engagement with the changes brought by the Los Angeles County Department of Public Health to stop the spread of COVID-19.

**18. Briefing on Coronavirus**

Fire Chief Paul Riddle and Division Chief Eric Zantesson presented an informational PowerPoint presentation.

Councilmembers had various questions and comments regarding the availability of testing, concerns over the safety of the City's First Responders, sufficient staff coverage should First Responders become exposed, and concerns over the senior citizen populations and the services provided to them.

Chief Riddle and Division Chief Zanteson provided responses accordingly.

Public Comment:

1. Sam Burgess – Thanked City staff and Council for the briefing and expressed concern for retirement home on Prospect and the hospital.

Chief Riddle provided information about the Los Angeles County Department of Public Health task force who will provide guidance to these types of centers.

Councilmember Khubesrian provided information on the importance of washing your hands with soap and water, and using the appropriate hand sanitizers to help combat the virus.

Mayor Joe resumed the normal order of the agenda.

## **1. CLOSED SESSION ANNOUNCEMENTS**

Assistant City Attorney Jared reported the Council met to discuss one item. Direction was provided to pursue litigation at this time; however, the defendant matter will not be identified due to the ability to serve the entity.

### **A. Initiation of Litigation**

CONFERENCE WITH LEGAL COUNSEL - Initiation of Litigation

(Government Code § 54956.9(d)(4))

Number of Potential Cases: 1

Assistant City Attorney Jared also reported out on the Special Closed Session that was held on Friday, February 28, 2020 at 6:30 p.m. One matter was discussed with Council; no reportable action taken.

### **A. Anticipated Litigation**

CONFERENCE WITH LEGAL COUNSEL—Anticipated Litigation, Pursuant to Government Code Section 54956.9(d)(2):

Number of Potential Cases: 1

## **PRESENTATIONS**

### **2. Helen Putnam Award to South Pasadena**

Jennifer Quan presented the Award to the City on behalf of the California League of Cities. Receiving the Award were Mayor Joe, Councilmember Khubesrian; Youth Commission Members: Zack Quezada, Juliana Fong, and Camille Whetsel; and Senior Citizen Commissioner Cindi Knight. Commissioner Quesada said a few words about the “Tech Day”.

**3. Energy Upgrade Proclamation**

The Proclamation was presented by Mayor Joe and Mayor Pro Tem Mahmud to Arpy Kasparian (Water Conservation and Sustainability Analyst) and Energy Upgrade Representatives: Laura Rosenthal and Hope Christman. Ms. Rosenthal provided a PowerPoint presentation on Energy Upgrade and responded to questions and comments from City Council.

Mayor Pro Tem Mahmud had questions regarding resources available for homeowners to assist with making their homes more energy efficient. Ms. Rosenthal responded accordingly.

**4. Arbor Day Proclamation**

The Proclamation was presented by Mayor Joe to Arpy Kasparian and Marianne Veach from *South Pasadena Beautiful*. Ms. Veach said a few words about the organization’s work with tree maintenance and planting, and announced the upcoming 2020 Garden Tour scheduled for April 18.

**COMMISSION APPOINTMENTS**

**5. Authorize Commission Appointments**

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY MAYPR PRO TEM MAHMUD, CARRIED 5- 0, to:

1. Appoint the following resident to an unexpired term ending December 31, 2020:
  - Edward Elsner, Finance Commission

**PUBLIC COMMENTS**

- Micah Haserjian – Expressed opposition to Project 2191-HDP/TRP Moffett St. Extension and spoke about the effects the Project may have to the community.
- Brenda Contreras – Expressed opposition to Project 2191-HDP/TRP Moffett St. Extension and concerns she has for her home, the community, and the accountability of the developer.
- Kenneth Simoneit: Expressed opposition to Project 2191-HDP/TRP Moffett St. Extension

Mayor Joe asked City Manager DeWolfe to provide a brief update on Project 2191-HDP/TRP Moffett St. Extension for the next City Council meeting. City Manager DeWolfe answered the Project is scheduled to go before the Planning Commission, and clarified the development is taking place in the City of Los Angeles with the street extension being the only portion in the City of South Pasadena.

Councilmember Schneider inquired as to why the Project would not be presented to the Natural Resources and Environmental Commission if removal of endangered trees is involved. City Manager DeWolfe provided information about the Planning Commission’s

review process. Councilmember Schneider asked that the Planning Commission refer tree removal matters to the Natural Resources and Environmental Commission.

Councilmember Cacciotti asked for a report at the next City Council meeting to include information for residents' rights on filing an appeal, or if a Councilmember may also make an appeal.

Mayor Pro Tem Mahmud suggested that there be a determination of whether or not the Natural Resources and Environmental Commission has jurisdiction over this Project, and that the City ensure that the Project is referred to the proper commission for review.

City Manager DeWolfe ensured that the review of the Project would be in compliance with the City's ordinances.

- Jae Chung – Expressed opposition to Project 2191-HDP/TRP Moffett St. Extension and concern for children who live in the area near the development.

Councilmember Cacciotti had questions about the location of Maycrest Ave.; Mr. Chung responded accordingly.

Mayor Pro Tem Mahmud asked staff to provide a determination if Natural Resources and Environmental Commission has jurisdiction on the project so that the commission can hear public comments from the Community.

City Manager DeWolfe asked those who spoke regarding Project 2191-HDP/TRP Moffett St. Extension provide their contact information to Tamara Binns, Executive Assistant to the City Manager.

- Paul Dominguez – Expressed opposition Project 2191-HDP/TRP Moffett St. Extension and concerns over the lack of transparency regarding the project.

Councilmember Cacciotti recommended Mr. Dominguez speak to City of Los Angeles Councilmember Huizar's Office regarding his concerns over the project.

Councilmember Khubesrian inquired about how the development was being supplied with water. Mr. Dominguez responded he did not have that information.

- Mark Gallatin (President of South Pasadena Preservation) – announced and invited all to the "Happy Birthday South Pasadena, Staying Great Since 1888".
- Sharon Dominguez – Expressed opposition for Project 2191-HDP/TRP Moffett St. Extension and concern of the transparency regarding the project.

Councilmember Cacciotti asked Ms. Dominguez if the noticing was sent from the City, to which she responded that it had been.

- Jan Marshall – Spoke regarding City's website access to City budget information; and concerns over the recent Finance Director appointment.

Mayor Pro Tem Mahmud offered Ms. Marshall assistance on locating the City budget information on the City's website.

- Sam Burgess – Expressed concerns over how absentee ballots were being collected at the local vote centers during the March 3 Election.
- Nancy Lidner – Expressed opposition to Project 2191-HDP/TRP Moffett St. Extension and concern over the effect the project may have on the community.
- Robert Figel – Expressed concerns over bicyclists at Arroyo Park.

Mayor Joe asked Sheila Pautsch, Community Services Director, who was present at the meeting to assist Mr. Figel with his concern.

- Alan Ehrlich – Expressed concerns over impending negotiations with TowerPoint as indicated on the closed session agenda; also commented on the progress of recent public records requests he submitted.
- Anne Bagasao – Commented on the City's plan to allow Code Enforcement officers to conduct inspections as indicated in the City's Strategic Plan and the General Plan. Expressed concerns over how this may have an adverse effect on renters.
- Gregory Gontz – Commented on EV parking stations being installed at the Mission Bell Mix-Use Project and asked the City to consider installing more EV parking stations.
- John Srebalus – Commended Berry Opera Bakery and encourages all to visit the bakery. Commented on the recent election and shared viewpoints to consider when voting.
- Evelyn Zneimer – Commented on having volunteered at both Vote Centers in South Pasadena during yesterday's election, and shared observations about the various processes and protocols.

## COMMUNICATIONS

### 6. Councilmembers Communications

Councilmember Cacciotti displayed pictures of and reported on the following: City's construction project where a tree was cut down by the developer; meeting with Mayor Joe and resident Nick Banger about the development in the Monterey Hills area; attending a recent Animal Commission meeting; City's Vote Center and activity over the weekend and Monday and Tuesday; flooded area at Garfield Park; local residents riding the Gold Line Metro; and an agenda for the meeting of the Santa Monica Mountain Conservancy and explained the subject matter within the Conservancy's purview.

Councilmember Khubesrian commended Mayor Joe and staff for the 2020 Commissioner Congress and reported on the following: attended the Cultural Heritage Commission, the South

Pasadena Tournament of Roses Committee; her experience at the Vote Center and recommended voters use the LA Vote App and asked for staff to provide a report or feedback on the Vote Centers to the County and statistics on how South Pasadena voters voted (seconded by Councilmember Cacciotti); and her visit to the South *Pawsadena* Dog Park over the weekend.

Councilmember Schneider announced a community meeting taking place on March 5<sup>th</sup> on Fremont Ave. to discuss traffic issues on Fremont. Councilmember Schneider also expressed concerns over the lack of action and response from Caltrans on the City's housing application, and suggested letter from the City be sent to Senator Portantino and Assemblyman Holden asking for a decision to be made on California Housing (seconded by Mayor Joe).

Mayor Pro Tem Mahmud reported on the following: attended the meeting of the San Gabriel Valley Council of Governments where the Board approved funds to address homelessness; attended a Town Hall sponsored by Senator Portantino on SB45; asked Staff to provide a presentation on the status of the City's efforts on the developments for Arroyo Seco Park; as Council Liaison to the Planning Commission announced the upcoming meeting on March 10<sup>th</sup>, and the topics on the agenda; attended recent meeting of the County Safe Clean Water Program Scoring Committee; and announced a Festival of Balloons Committee Special meeting scheduled for March 11<sup>th</sup> and asked the public to participate if available to assist the Committee; reported she opted to become a permanent absentee ballot and recommends others consider doing the same; and, lastly, announced the upcoming Teen Vaping Forum being held on March 5<sup>th</sup> (flyer displayed).

Mayor Joe congratulated the AYSO Region 214 U-13 Youth soccer team for going undefeated, winning their division and sectional championship, and qualifying to play in Arizona for the Western State AYSO Championship.

## **7. City Manager Communications**

City Manager DeWolfe announced the upcoming dates for meetings on the 2020 General Plan and Downtown Specific Plan discussions (flyer displayed), and announced that the City is seeking candidates for the Public Works and Mobility and Transportation Infrastructure Commissions (informational item displayed on each commission's area of jurisdiction).

## **8. Reordering of and Additions to the Agenda**

Mayor Pro Tem Mahmud requested that Item No. 17 be addressed first under Action/Discussion.

Mayor Joe requested the following: Item No. 10, 2019 Commission Annual Reports & 2020 Commission Work Plans, be pulled and brought back on the March 18<sup>th</sup> Regular City Council meeting; and that Item No. 16 be moved and placed under Consent Calendar as the resolution only calls for a minor technical change and that the original resolution had already been approved by the Council; and that Item No. 12 be pulled from the Consent Calendar and a presentation be provided by Finance Director Karen Aceves.

No objection from Council.

## CONSENT CALENDAR

No public comment on Consent Calendar.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve Consent Calendar Items Nos. 9, 11, and 16.

**9. Approval of Prepaid Warrants in the Amount of \$1,117,551.44. General City Warrants in the Amount of \$175,613.74. Voids in the Amount of (\$4,490.03).**

City Council approved the warrants as presented.

**10. 2019 Commission Annual Reports & 2020 Commission Work Plans**

Recommendation

It is recommended that the City Council receive and file the 2019 Commission Annual Reports and the 2020 Commission Work Plans.

Item No. 10 was continued by Mayor Joe to the March 18 Regular City Council Meeting.

**11. Authorize the City Manager to Execute Professional Services Agreements with ActiveSGV in the Amount of \$210,000 and Right of Way, Inc. in the amount of \$78,210 for Service Associated with the Planning and Hosting of the 626 Golden Streets Arroyo Fest**

City Council authorized the City Manager to execute a:

1. Professional Services Agreement (PSA) with Active San Gabriel Valley (ActiveSGV) for services associated with the planning and hosting of the 626 Golden Streets Arroyo Fest (Arroyo Fest) in the amount of \$210,000; and
2. PSA with Right of Way, Inc. (ROW) for traffic control services associated with Arroyo Fest in the amount of \$78,210.

**16. Adoption of a Revised Resolution No. 7642 Supporting and Authorizing the City Manager to File Applications for the Senate Bill 2 Planning Grants Program**

City Council adopted **Resolution No. 7642** a revised resolution supporting and authorizing staff to file applications for Senate Bill 2 (SB 2) Planning Grants

## PUBLIC HEARING

**13. Public Hearing for First Reading and Introduction of an Ordinance for Zoning Code Amendment 0063-ZCA Amending Section 36.300.040 (Height Limits and Exceptions) of**

**Division 36.300 (General Property Development and Use Standards) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code Regarding Parkway Landscaping Height Limits at Intersections**

Margaret Lin, Manager of Long Range Planning and Economic Development, presented the staff report.

Councilmember Schneider and Councilmember Cacciotti asked questions regarding vegetation, and vehicles. Manager Lin responded to questions accordingly.

Mayor Joe opened the Public Hearing at 9:38 p.m.

No public comment provided.

Mayor Joe closed Public Hearing at 9:38 p.m.

Chief City Clerk Ayala read the title of the proposed ordinance for the record.

MOTION BY MAYOR PRO TEM MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to conduct a public hearing for first reading and introduction of an Ordinance for Zoning Code Amendment 0063-ZCA amending Section 36.300.040 (Height Limits and Exceptions) of Division 36.300 (General Property Development and Use Standards) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC) Regarding Parkway Landscaping Height Limits at Intersections.

**ACTION/DISCUSSION**

- 17. Authorize the City Manager to Execute 1) Professional Service Agreement with PlaceWorks in the Amount of \$267,598 to Update the City's Housing Element; 2) First Contract Amendment with PlaceWorks for Additional Public Outreach and Extend the General Plan Update and Downtown Specific Plan Contract Term to December 31, 2021 for a Total Not-To-Exceed Amount of \$235,312; 3) Second Amendment to the Professional Services Agreement with Psomas for Additional Environmental Analysis and Extend the Contract Term by to December 31, 2021 for a Total Not-To-Exceed Amount of \$229,259; and 4) Reallocate \$222,974 from a designated reserve fund to the Planning and Building Department Professional Services Account for Fiscal Year 2019-20**

City Manager DeWolfe provided background information on the item.

Joanna Hankamer, Director of Planning and Building, provided the staff report.

Manager Lin provided a PowerPoint presentation of the Regional Housing Needs Assessment.

City Council asked questions regarding project phases, funding, allocation of units, appeal processes, zoning capacities, water sources for future development projects, etc. City Manager DeWolfe, Manager Lin, Director Hankamer, and Mark Hoffman (PlaceWorks) responded to questions accordingly.

Public Comment:

- Chief City Clerk Ayala announced a public comment submitted over-the-counter prior to the meeting and read it into the record: Chris Bray – Objected to use of financial reserves without prior review by the Finance Commission.
- Alan Ehrlich – Asked various questions regarding the proposed contract amendments.

Mayor Pro Tem Mahmud commented on the cost control mechanisms that are built into the contracts.

Mayor Joe inquired as to the possibility of presenting this item to the Finance Commission. City Manager DeWolfe informed Council about the strict deadlines and the need for action to be taken tonight and an informational item being taken to the Finance Commission. Councilmember Khubesrian and Mayor Joe supported the City Council taking action tonight, and an informational item be taken to the Finance Commission.

Mayor Joe and Mayor Pro Tem Mahmud discussed alternatives to having one contract and risks to having multiple contracts.

Mayor Pro Tem Mahmud asked that the City send a letter, if not already done so, to elected State representatives regarding the issues with the goals established by the State. Staff confirmed that one letter had already been sent to SCAG.

**MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to authorize the City Manager to execute:**

1. Professional Services Agreement (PSA) with PlaceWorks in the amount of \$267,598 to update the City's Housing Element; and
2. First Amendment to the PlaceWorks PSA to provide additional public outreach and extend the General Plan Update and Downtown Specific Plan (GP/DTSP) contract term to December 31, 2021 in the amount of \$106,579 for a total not-to-exceed amount of \$235,312; and
3. Second Amendment to the PSA with Psomas to provide additional environmental analysis and extend the contract term to December 31, 2021 in the amount of \$88,797 for a total not-to-exceed amount of \$229,259; and
4. Reallocate \$222,974 from a designated reserve fund, as determined by the City Council, to the Planning and Building Department Professional Services Account (101-7010-7011-8170) for Fiscal Year 2019-20.

City Manager DeWolfe requested a clarification from Council on Item No. 4 of Staff's recommendation. The point of clarification to be that the funds be taken from the Slater

Reserve Fund. Funds borrowed would be replaced in the future when the funds become available. Council agreed without objection.

## **12. Receive and File Mid-Year Financial Report**

Karen Aceves, Finance Director, provided a PowerPoint presentation.

City Council had various questions regarding sales tax, 2018-19 FY Audit Report, budget outreach plans, cash flow, changes in the City's unfunded liability amortization schedules, City's revenues, etc.

City Manager DeWolfe and Director Aceves responded to questions accordingly.

Public Comment:

- Alan Ehrlich – Asked Director Aceves to elaborate on the projections of additional funds and the sources of these funds.

Director Aceves provided information on funds coming from the City's sales tax measure.

City Council had additional questions regarding continuation of the UUT and inquired about future updates and presentations being provided to the public.

Director Aceves confirmed the continuation of the UUT, that future presentations would be provided, and that the budget outreach plan would also be presented to the Finance Commission.

City Council received and filed the Mid-Year Financial Report without objection.

## **14. Receive and File 2019-20 Strategic Plan Quarter 2 Update and Approve Modifications to the Plan**

City Manager DeWolfe provided the staff report.

City Council had various questions regarding the processes of drafting of an ordinance addressing soft story buildings, parking policies in the General Plan, construction of ADUs, possibly conducting a parking study and real estate analysis, etc.

City Manager DeWolfe and Director Hankamer responded to questions accordingly.

No public comment provided.

City Council received and filed the 2019-20 Strategic Plan Quarter 2 Update and Approved Modifications to the Plan without objection.

## **15. Approval of the Creation of a Traffic Enforcement Bureau in the Police Department**

Chief of Police Ortiz provided the staff report.

City Council had various questions regarding officers' working hours and holidays, allocation of staff resources, neighborhood watch, motorcycle patrol, addressment of speeding complaints, training for Traffic Enforcement Officers, flexibility of officers addressing non-traffic crimes, etc.

Chief Ortiz responded to questions accordingly.

Mayor Pro Tem Mahmud asked that the item be reviewed by the Public Safety Commission and then be brought back to Council.

Public Comment:

- Chief City Clerk Ayala announced a public comment submitted over-the-counter prior to the meeting and read the item: Chris Bray – supports the creation of a traffic enforcement bureau in the Police Department, but objects to restructuring of the public safety department without prior review by the Public Safety Commission.
- Alan Ehrlich – Expressed concerns over subject matter being allowed to also be reviewed by the Public Safety Commission.
- Bianca Richards – Expressed support of the item, but shared concerns of having the subject matter reviewed by Public Safety Commission and perhaps the new Mobility and Transportation Infrastructure Commission as well.

Councilmember Cacciotti moved the item to approve staff recommendations, provide for review by the Public Safety Commission at their next meeting to provide recommendations and advice to Council, and that a report be brought to Council after six months after implementation.

Mayor Pro Tem Mahmud made a substitute motion to not take action on this matter to hear the recommendation of the Public Safety Commission, and continue this item until our next meeting. Schneider second.

Councilmember Khubesrian commented on the item not being pulled from the agenda as it involves restructuring of a department. Councilmember Cacciotti expressed agreement to Councilmember Khubesrian's comments.

Mayor Pro Tem Mahmud further explained the appropriateness of having the item go the Public Safety Commission first.

**SUBSTITUTE MOTION BY MAYOR PRO TEM MAHMUD, SECOND COUNCILMEMBER SCHNEIDER BY, CARRIED 3-2 (Cacciotti, Khubesrian) to have the item presented to Public Safety Commission first.**

Councilmember Khubesrian requested the item be added to the consent calendar when it is next presented to Council.

**ADJOURNMENT**

Mayor Joe announced the next regular City Council Meeting on March 18. There being no further business, at 11:20 p.m. Mayor Joe adjourned the meeting.

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Evelyn G. Zneimer  
City Clerk

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Robert S. Joe  
Mayor



**Wednesday, March 18, 2020**  
**Minutes of the Special Meeting of the City Council**

**CALL TO ORDER**

A Special Meeting of the South Pasadena City Council was called to order by Mayor Joe on Wednesday, March 18, 2020, at 7:40 p.m., in the Council Chamber, located at 1424 Mission Street, South Pasadena, California.

Mayor Joe explained the guidelines for tonight's meeting that were set forth in an effort to prevent the spread of COVID-19.

**ROLL CALL**

**Present:** Councilmembers Cacciotti, Khubesrian, and Schneider; Mayor Pro Tem Mahmud; and Mayor Joe. (Councilmember Schneider participated via phone)

**Absent:** None

**City Staff** City Manager DeWolfe; Assistant City Attorney Jared; City Clerk Zneimer; and **Present:** Chief City Clerk Ayala were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

**PLEDGE OF ALLEGIANCE**

Mayor Robert Joe led the Pledge of Allegiance.

**ACTION/DISCUSSION**

1. **Adoption of a Resolution No. 7646 Proclaiming a Local Emergency Due to the Outbreak of COVID-19, Adopting Regulations for Private and Public Facilities and Gatherings, Establishing Protections for Residential and Commercial Tenants and Property Owners, Requesting Reimbursement of Expenses, and Authorizing the City Manager to Take All Necessary Actions as the Director of Emergency Services**

Chief City Clerk Ayala announced Additional Documents on the item.

City Manager DeWolfe presented the staff report. City Manager DeWolfe also explained that the City had received extensive comments on Section 9 of the proposed resolution, and recommended the Council move forward with the resolution with the exclusion of Section 9. That particular section would then be brought back to Council at the earliest possible time.

City Council had various questions regarding impact of not approving the resolution tonight; differences between the amended resolution presented in the Additional Documents as compared to the original resolution; essential utility services; and sewer billings.

City Manager DeWolfe and Assistant City Attorney Jared responded to questions and comments accordingly, and provided clarification on Section 9 of the proposed resolution.

**Public Comment:**

- Rachel Hamilton – Thanked Council for their support for housing rights. Commented on the recent actions her landlord has taken regarding tenant evictions.
- Laurie Wheeler – Commented that the Chamber Board is in support of the resolution, and asks the Council consider language related to the eviction clause that addresses low-income residents and businesses without other sources of income.
- John Srebalus – Expressed concerns over the impact communities are experiencing due to the Coronavirus and tenant evictions, and expressed support for the proposed resolution.
- Anne Bagasao – Expressed concerns over the hardships that residential tenants are facing, and asks Council to take action to assist these individuals.
- Cambria Tortorelli – Expressed support for the proposed resolution and the provision on an eviction moratorium.

Chief City Clerk Ayala announced public comments were also received in writing via email from the following individuals expressing their support/opposition for the item. Comments received would be uploaded to Additional Documents and become part of the final meeting record.

- Delaine Shane – Support
- Ellen Daigle – Oppose
- Margo Rowder – Support
- Ron Rosen – Support
- Kyle Nelson – Support
- Dave Kinnoin – Support
- Cynthia Liu – Support
- Helen Tran (with 66 other individuals signing off in support) – Support
- Said Staudenmaier – Support
- Dean Serwin – Support
- Deborah Lutz – Oppose

- Ed Elsner – Support
- Ella Hushagen – Support

Councilmember Khubesrian read a portion of an email that was sent to her from Larry Abelson and shared his support of the item with recommended language for Section 9.

Mayor Pro Tem Mahmud asked for clarification on the maximum duration of time that the City could enact the proposed item.

City Attorney Jared responded, indicating that the maximum amount of time would be 60 days, with the City having the obligation to review the item prior to the 60-day period.

City Council had various additional questions regarding additional clarification on the provisions of the resolution provided in the Additional Documents; rental payment obligations; proposed tenant protections; legal effect of the eviction moratorium; language applying to commercial tenants; etc.

City Attorney Jared responded to questions and comments accordingly.

Councilmember Cacciotti asked a letter be sent to regional State Representatives asking for protection of landlords, as some still have to make payments on their properties.

Council held considerable discussion and dialogue on the item.

Council agreed to conduct two separate votes on the item. City Attorney Jared clarified the actions that could be taken.

**MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER CACCIOTTI, CARRIED 5-0, to adopt resolution as originally presented in the staff report with motion excluding action on Sections 9 and 10 to be taken on a separate motion.**

**MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 4-1 (MAHMUD), to adopt resolution Sections 9 and 10 as originally presented in the staff report with the addition of providing a report after sixty days of implementation and sending a letter to regional State Representatives regarding landlord and tenant protections.**

Mayor Pro Tem Mahmud provided information on additional resources for renters, and requested that staff research State resources that are being made available to local governments.

Councilmember Cacciotti thanked those who came to the meeting during public comment.

## **ADJOURNMENT**

Mayor Joe adjourned the meeting and announced the regular City Council Meeting on March 18 following the Special Meeting.

There being no further business, at 8:50 p.m. Mayor Joe adjourned the meeting.

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Evelyn G. Zneimer  
City Clerk

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Robert S. Joe  
Mayor



**Wednesday, March 18, 2020**  
**Minutes of the Regular Meeting of the City Council**

**CALL TO ORDER**

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Joe on Wednesday, March 18, 2020, at 8:51 p.m., in the Council Chamber, located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**Present:** Councilmembers Cacciotti, Khubesrian, and Schneider; Mayor Pro Tem Mahmud; and Mayor Joe. (Councilmember Schneider attended via phone).

**Absent:** None

**City Staff Present:** City Manager DeWolfe; Assistant City Attorney Jared; City Clerk Zneimer; and Chief City Clerk Ayala were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

**PLEDGE OF ALLEGEANCE**

Given that a Special City Council Meeting immediately preceded this Regular Meeting, the Pledge of Allegiance was not repeated, as it was conducted at the beginning of the Special Meeting.

**SPECIAL PRESENTATION**

**1. Coronavirus Update and Discussion**

City Manager DeWolfe provided a PowerPoint presentation and an update on the Safer from Home protocols that Los Angeles County has implemented to prevent the spread of COVID-19. Other directors continued the PowerPoint presentation and provided information on their respective department's modified work plans to also help prevent the spread of COVID-19 while sustaining City services.

Directors presenting were: Fire Chief Paul Riddle (provided a general report in addition to a report on the Fire Department); Police Chief Joe Ortiz; Kristine Courdy, Deputy Director of Public Works; Sheila Pautsch, Director of Community Services; Margaret Lin, Manager of Long Range Planning and Economic Development (Planning and Building Department);

Cathy Billing, Library Director; Karen Aceves, Finance Director; Lucy Demirjian, Assistant to the City Manager (Management Services); and Laurie Wheeler (South Pasadena Chamber of Commerce).

City Council had various questions and comments throughout the presentation for each department and the Chamber of Commerce, including questions on restaurant operations; how tests would be administered; hospital protocols; cancellation of public meetings or new systems for running public meetings; concerns over homeless populations; City's online services; enforcement of parking regulations; effects on stables, and tennis courts; library services; budget planning; etc.

Staff as well as Ms. Wheeler provided responses accordingly.

No public comment provided on this item.

## **2. CLOSED SESSION ANNOUNCEMENTS**

### **A. Public Employee Performance Evaluation**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Pursuant to Government Code Section 54957(b)(1):

Title: City Manager

### **B. Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL—Existing Litigation, Pursuant to Government Code Section 54956.9(d)(1):

1. Smith v. City of South Pasadena
2. Rubin v. City of South Pasadena, et. al.

### **C. Initiation of Litigation**

CONFERENCE WITH LEGAL COUNSEL - Initiation of Litigation  
(Government Code § 54956.9(d)(4))  
Number of Potential Cases: 1

Assistant City Attorney Jared reported the following:

Item A – The matter was discussed with no reportable action taken.

Item B – Case 1

City Council received a briefing. City Council provided direction to the City Attorney, with no reportable action taken.

Item B – Case 2

City Council discussed with Special Counsel, with no direction provided and no reportable action taken.

Item C – City Council discussed the matter, with no reportable action taken.

## **PUBLIC COMMENTS**

Chief City Clerk Ayala announced public comments were received in writing via email from the following individuals on general topics. Comments received would be uploaded to Additional Documents and become part of the final meeting record.

- Josh Albrekston – written public comment for public meetings
- Josh Albrekston – Griffins on Mission Street
- Patrick Kirchen – businesses not following mandates
- Ave Baga – Griffins of Kinsale
- Tim – Griffins of Kinsale

## **COMMUNICATIONS**

### **3. Councilmembers Communications**

Councilmember Cacciotti requested a second to have the Public Safety Commission and Natural Resources Environmental Commission review an issue regarding gas-powered leaf blowers. A second was provided by Mayor Pro Tem Mahmud. Councilmember Cacciotti also requested a second to have the Finance Commission and Parks and Recreation Commission provide an opinion on enterprise funds the City is receiving, such as from the golf course, tennis courts, etc. A second was provided by Mayor Pro Tem Mahmud.

Councilmember Khubesrian asked Parks and Recreation Commission to look into promoting Pickle ball. A second was provided by Councilmember Cacciotti. Councilmember Khubesrian thanked City staff, Council, and residents for their efforts during the changes the COVID -19 pandemic has brought to the community.

Councilmember Schneider asked that the Public Safety Commission be involved as much as possible and allow for their input as the City deals with the current pandemic issues. A second was provided by Councilmember Cacciotti.

Mayor Pro Tem Mahmud asked for a report from staff regarding the incident involving Griffins of Kinsale, and what the ramifications are with what took place. A second was provided by Councilmember Cacciotti. Mayor Pro Tem Mahmud also reminded the community that additional information regarding COVID-19 can be found online at [covid19.ca.gov](https://covid19.ca.gov).

Mayor Joe thanked City staff for their efforts in working through the changes brought on by the COVID-19 pandemic. Mayor Joe asked if updates can be provide to Council regarding the ongoing changes and safety measures the City must take. City Manager DeWolfe provided a

brief update on expected changes, assured essential services and utility services will continue to operate, and that the City will continue to provide updates via the City's website and social media.

**4. City Manager Communications**

No reports were provided by City Manager DeWolfe.

**5. Reordering of and Additions to the Agenda**

No reordering of agendas items.

**CONSENT CALENDAR**

Chief City Clerk Ayala announced Additional Documents for Item Nos. 11 and 15.

Councilmember Cacciotti asked that Agenda Item #14 (**Fiscal Year 2019-20 Water Conservation Rebate program Status Update**) be moved to a future meeting. Mayor Pro Tem Mahmud added that she has also suggested that the City publicize the rebates that are available in the utility billing and increase posting on the City's website.

Council agreed to bring the item back at a future meeting.

Chief City Clerk Ayala announced the City received one public comment via e-mail for Item No. 12 by Chris Bray.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve Consent Calendar Items Nos. 6-13, and 15-17, with the inclusion of the amendments as presented on Additional Docs for Agenda Item Nos. 11 and 15.

**6. Approval of Prepaid Warrants in the Amount of \$142,486.71, ACH Payment in the Amount of \$7,198.61, and General City Warrants in the Amount of \$528,816.11.**

City Council approved the Warrants as Prepaid Warrants in the Amount of \$142,486.71, ACH Payment in the Amount of \$7,198.61, and General City Warrants in the Amount of \$528,816.11.

**7. 2019 Commission Annual Reports & 2020 Commission Work Plans**

City Council received and filed the 2019 Commission Annual Reports and the 2020 Commission Work Plans.

**8. Second Reading and Adoption of an Ordinance No. 2345 for Zoning Code Amendment 0063-ZCA Amending Section 36.300.040 (Height Limits and Exceptions) of Division 36.300 (General Property Development and Use Standards) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code Regarding Parkway Landscaping Height Limits at Intersections**

City Council adopted Ordinance No. 2345 for Zoning Code Amendment 0063-ZCA amending Section 36.300.040 (Height Limits and Exceptions) of Division 36.300 (General Property Development and Use Standards) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC) Regarding Parkway Landscaping Height Limits at Intersections.

**9. Adoption of a Resolution No. 7644 Approving Final Parcel Map No. 73833 for 1412 El Centro Street**

City Council:

1. Adopted Resolution No. 7644 entitled “A Resolution of the City Council of the City of South Pasadena, California, approving Final Parcel Map No. 73833 (Parcel Map) for 1412 El Centro Street (Attachment 1); and
2. Authorized the recordation of the Final Parcel Map (Attachment 2) with the Los Angeles County Registrar-Recorder/County Clerk.

**10. Adoption of a Resolution No. 7645 Initiating the Proceedings and Ordering of the Preparation of the Engineer’s Report for Fiscal Year 2020-21 Lighting and Landscaping Maintenance District**

City Council:

1. Adopted the attached Resolution No. 7645 initiating the proceedings for the Fiscal Year (FY) 2020-21 Lighting and Landscaping Maintenance District (LLMD); and
2. Authorized the preparation of the Engineer’s Report for the annual levy and collection of assessments.

**11. Adoption of a Resolution No. 7643 Authorizing Submittal of an Application to Participate in the Beverage Container Recycling Payment Program**

City Council:

1. Adopted Resolution No. 7643 authorizing the submittal of a grant application to participate in the State of California Department of Resources Recycling and Recovery’s (CalRecycle) Beverage Container Recycling Payment Program; and
2. Authorized the City Manager to execute all documents required to obtain the grant.

Additional Documents reflect changes to the language in Section 1 and Section 2 and the addition of a second paragraph to specify how the City plans to participate in the CalRecycle’s Beverage container Recycling Payment Program.

**12. Award of Construction Contract to Cerco Engineering in the Amount of \$107,000, for the City Hall Courtyards Project and Authorize a Ten Percent Construction Contingency of \$10,700 for a Total Not to Exceed Amount of \$117,700**

City Council:

1. Awarded the construction contract to Cerco Engineering in the amount of \$107,000 for the City Hall Courtyard Project; and
2. Authorized a construction contingency ten percent in the amount of \$10,700 for a total not to exceed amount of \$117,700.

**13. Approval of the Creation of a Traffic Enforcement Bureau in the Police Department**

City Council:

1. Approved the creation of a Traffic Enforcement Bureau (Bureau) in the Police Department (Bureau); and
2. Approved Converting an existing officer position to a corporal position to oversee the Bureau.

**14. Fiscal Year 2019-20 Water Conservation Rebate Program Status Update**

Recommendation

~~It is recommended that the City Council receive and file the Fiscal Year (FY) 2019-20 water conservation rebates and programs mid-year status.~~

Item No. 14 was pulled by Councilmember Cacciotti and continued to a future meeting.

**15. Approve Fiscal Year 2020/21 Budget Outreach Program**

City Council approved the Fiscal Year (FY) 2020/21 Budget Outreach Communications Plan.

Additional Documents reflect changes to the budget outreach including:

- Moving outreach to online platforms such as Zoom and Open Town Hall Forums
- One additional outreach meeting specifically for commissioners
- Online engagement/Survey tool

**16. Receive and File Water and Sewer Service Charges Increase for Calendar Year 2020**

City Council approved to receive and file the water and sewer rates for Calendar Year (CY) 2020.

**17. Approval of the 2019 Annual Housing Report to be Submitted to the State Department of Housing and Community Development**

City Council approved the 2019 Annual Housing Report to be submitted to the State Department of Housing and Community Development (HCD) as presented.

## **ADJOURNMENT**

Mayor Joe announced the next regular City Council Meeting on April 15. There being no further business, at 11:07 p.m. Mayor Joe adjourned the meeting.

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Evelyn G. Zneimer  
City Clerk

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Robert S. Joe  
Mayor



# City Council Agenda Report

ITEM NO. 10

**DATE:** May 20, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Karen Aceves, Finance Director

**SUBJECT:** **Approval of Prepaid Warrants in the Amount of \$86,966.35; General City Warrants in the Amount of \$305,530.68; General City Warrant Voids in the Amount of (\$2,912.05); Supplemental ACH Payments in the Amount of \$37,055.93.**

### Recommendation Action

It is recommended that the City Council approve the Warrants as presented.

### Fiscal Impact

Prepaid Warrants:

|                         |    |           |
|-------------------------|----|-----------|
| Warrant # 310612-310641 | \$ | 86,177.02 |
| ACH                     | \$ | 789.33    |
| Voids                   | \$ | 0         |

General City Warrants:

|                         |    |            |
|-------------------------|----|------------|
| Warrant # 310642-310766 | \$ | 164,139.36 |
| ACH                     | \$ | 141,391.32 |
| Voids                   | \$ | (2,912.05) |

|                              |    |           |
|------------------------------|----|-----------|
| Wire Transfers (LAIF)        | \$ | 0         |
| Wire Transfers (RSA)         | \$ | 0         |
| Wire Transfers (Acct # 2413) | \$ | 0         |
| Wire Transfers (Acct # 1936) | \$ | 0         |
| Supplemental ACH Payment     | \$ | 37,055.93 |
| RSA:                         |    |           |
| Prepaid Warrants             | \$ | 0         |
| General City Warrants        | \$ | 0         |

|       |    |                   |
|-------|----|-------------------|
| Total | \$ | <u>426,640.91</u> |
|-------|----|-------------------|

### Commission Review and Recommendation

This matter was not reviewed by a Commission.

Approval of Warrants

May 20, 2020

Page 2 of 2

**Legal Review**

The City Attorney has not reviewed this item.

**Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its

inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Supplemental ACH Payments
5. Voids

**ATTACHMENT 1**  
**Warrant Summary**

**City of South Pasadena  
Demand/Warrant Register  
Recap by fund**

Date 05.20.2020

| Fund No.                       | Amounts          |                   |
|--------------------------------|------------------|-------------------|
|                                | Prepaid          | Written           |
| General Fund                   | 57,388.72        | 154,275.66        |
| Insurance Fund                 | -                | -                 |
| Street Improvement Program     | -                | 17,597.50         |
| Facilities & Equip.Cap. Fund   | -                | -                 |
| Local Transit Return "A"       | 2,898.83         | 1,500.00          |
| Local Transit Return "C"       | -                | 2,973.53          |
| TEA/Metro                      | -                | -                 |
| Sewer Fund                     | -                | 1,001.00          |
| CTC Traffic Improvement        | -                | -                 |
| Street Lighting Fund           | 242.44           | 14,625.62         |
| Public,Education & Govt Fund   | -                | -                 |
| Clean Air Act Fund             | -                | 86.95             |
| Business Improvement Tax       | -                | -                 |
| Gold Line Mitigation Fund      | -                | -                 |
| Mission Meridian Public Garage | -                | -                 |
| Housing Authority Fund         | -                | -                 |
| State Gas Tax                  | -                | 3,008.95          |
| County Park Bond Fund          | -                | -                 |
| Measure R                      | -                | -                 |
| Measure M                      | -                | -                 |
| MSRC Grant Fund                | -                | -                 |
| Measure W                      | -                | -                 |
| Measure H                      | -                | -                 |
| Prop C Exchange Fund           | -                | -                 |
| Bike & Pedestrian Paths        | -                | -                 |
| BTA Grants                     | -                | -                 |
| Golden Street Grant            | -                | -                 |
| Capital Growth Fund            | -                | -                 |
| CDBG                           | -                | -                 |
| Asset Forfeiture               | -                | -                 |
| Police Grants - State          | -                | -                 |
| Homeland Security Grant        | -                | -                 |
| Park Impact Fees               | -                | -                 |
| HSIP Grant                     | -                | -                 |
| Arroyo Seco Golf Course        | -                | -                 |
| Sewer Capital Projects Fund    | -                | -                 |
| Water Fund                     | 536.22           | 110,461.47        |
| Water Efficiency Fund          | -                | -                 |
| 2016 Water Revenue Bonds Fund  | -                | -                 |
| Public Financing Authority     | -                | -                 |
| Payroll Clearing Fund          | 25,900.14        | -                 |
|                                |                  | -                 |
| <b>Column Totals:</b>          | <b>86,966.35</b> | <b>305,530.68</b> |

| Fund No.                  | Amounts  |          |
|---------------------------|----------|----------|
|                           | Prepaid  | Written  |
| RSA                       | -        | -        |
| <b>RSA Report Totals:</b> | <b>-</b> | <b>-</b> |

**City Report Totals:** 392,497.03

|                             |            |
|-----------------------------|------------|
| Wire Transfer - LAIF        | -          |
| Wire Transfer - RSA         | -          |
| Wire Transfer - Acct # 2413 | -          |
| Wire Transfer - Acct # 1936 | -          |
| Supplemental ACH Payments   | 37,055.93  |
| Voids - Prepaid             | -          |
| Voids - General Warrant     | (2,912.05) |

**Grand Report Total:** 426,640.91

Robert Joe, Mayor

Karen Aceves, Finance Director

**ATTACHMENT 2**  
**Prepaid Warrant List**

# Accounts Payable

## Checks by Date - Detail by Check Date

User: EAlvarez  
 Printed: 5/10/2020 2:56 PM



| Check No                       | Vendor No<br>Invoice No                       | Vendor Name<br>Description   | Check Date<br>Reference | Check Amount           |
|--------------------------------|---|--|-------------------------|------------------------|
| 310612                         | ADPLC818<br>553308419<br>555036594            | ADP, LLC<br>City of South Pasadena ADP Period End 01/25/2<br>City of South Pasadena ADP Period End 02/25/2                       | 05/05/2020              | 10,613.96<br>10,584.36 |
| Total for Check Number 310612: |   |  |                         | 21,198.32              |
| 310613                         | ALXS6711<br>305276                            | Alexis Oil<br>Turbine Pump Lubricant Oil Wilson Well # 3   | 05/05/2020              | 385.86                 |
| Total for Check Number 310613: |   |  |                         | 385.86                 |
| 310614                         | ALH0181<br>01.01-03.22.20<br>03.22.2020       | Alhambra Hospital Med Ctr<br>Fire Department - Medical Supplies<br>Fire Department - Medical Supplies                            | 05/05/2020              | 170.14<br>486.00       |
| Total for Check Number 310614: |   |  |                         | 656.14                 |
| 310615                         | AT&T5011<br>626-405-0051<br>626-441-6497      | AT&T<br>Account 626-405-0051 (03/11-04/10/2020)<br>Account 626-441-6497 (03/13-04/12/2020)                                       | 05/05/2020              | 1,022.93<br>349.88     |
| Total for Check Number 310615: |   |  |                         | 1,372.81               |
| 310616                         | ATCN9011<br>0000145002215<br>000014526074     | AT&T<br>Acct# 9391062308 (02/20-03/19/2020)<br>Acct# CLAPDSOPAS (02/27-03/26/2020)   | 05/05/2020              | 6,762.02<br>317.56     |
| Total for Check Number 310616: |   |  |                         | 7,079.58               |
| 310617                         | CIN4011<br>287014917916x04<br>287297984615x04 | AT&T --Cingular Wireless<br>PD Mobile Devices (03/09-04/08/2020)<br>Public Safety Foundation (03/06-04/02/2020)                  | 05/05/2020              | 665.81<br>262.86       |
| Total for Check Number 310617: |   |  |                         | 928.67                 |
| 310618                         | ATH0292<br>8220759                            | Athens Services<br>Bus Stop Barrel Pickup FY19-20  | 05/05/2020              | 2,148.83               |
| Total for Check Number 310618: |   |  |                         | 2,148.83               |
| 310619                         | ATSS6010<br>8220758                           | Athens Services<br>Athens Services Mission / Meridian Garage Swe   | 05/05/2020              | 750.00                 |
| Total for Check Number 310619: |   |  |                         | 750.00                 |
| 310620                         | DBAR3011<br>3202457<br>3202457                | Brinks Inc. (Formerly Dunbar Inc.)<br>Armored Car Transportation Svcs, March 2020<br>Armored Car Transportation Svcs, March 2020 | 05/05/2020              | 32.19<br>32.19         |
| Total for Check Number 310620: |   |  |                         | 64.38                  |
| 310621                         | DSP0755                                       | D & S Printing   | 05/05/2020              |                        |

| Check No                       | Vendor No<br>Invoice No   | Vendor Name<br>Description   | Check Date<br>Reference | Check Amount   |
|--------------------------------|---|--|-------------------------|--|
|                                | 8651  | P&B Printing & Duplication   |                         | 355.28   |
|                                | 8651  | P&B Printing & Duplication   |                         | 372.90   |
| Total for Check Number 310621: |   |  |                         | 728.18   |
| 310622                         | DEL0771   | Delta Dental   | 05/05/2020              |  |
|                                | BE003818624   | Dental Insurance March 2020  |                         | 11,504.03  |
|                                | BE003866115   | Dental Insurance April 2020  |                         | 11,493.61  |
| Total for Check Number 310622: |   |  |                         | 22,997.64  |
| 310623                         | RGDG5270<br>110682  | Rajani D Dhingra<br>COVID-19 Refund for Camp Med   | 05/05/2020              | 330.00   |
| Total for Check Number 310623: |   |  |                         | 330.00   |
| 310624                         | DIG0800<br>38176  | Digital Telecommunications Corp<br>IT Mobile Devices - May 2020  | 05/05/2020              | 927.00   |
| Total for Check Number 310624: |   |  |                         | 927.00   |
| 310625                         | ENT5426<br>0150746_IN   | Entenmann-Rovin<br>15 Mini badge Pins for Police Department  | 05/05/2020              | 624.25   |
| Total for Check Number 310625: |   |  |                         | 624.25   |
| 310626                         | EXSF8020<br>000095179   | Extreme Safety<br>Fire Department Protective Eyeware   | 05/05/2020              | 172.95   |
| Total for Check Number 310626: |   |  |                         | 172.95   |
| 310627                         | JUFU5011<br>JFurtado<br>JFurtado  | Justin Furtado<br>Reimb. Training Expense Wildland Command O<br>Reimb. Training Expense Risk Command Opera   | 05/05/2020              | 325.00<br>325.00                                     |
| Total for Check Number 310627: |   |  |                         | 650.00   |
| 310628                         | SCGR5270<br>110704  | Scott Griffiths<br>COVID-19 Refund for Camp Med  | 05/05/2020              | 90.00  |
| Total for Check Number 310628: |   |  |                         | 90.00  |
| 310629                         | KEUN8020<br>067316<br>067318  | Keystone Uniform Depot<br>Academy Uniforms for Police Recurits Gramajo<br>Academy Uniforms for Police Recurits Gramajo   | 05/05/2020              | 1,424.47<br>993.44                                   |
| Total for Check Number 310629: |   |  |                         | 2,417.91   |
| 310630                         | PATC3011<br>SIN021788<br>SIN021856<br>SIN022002<br>SIN023125<br>SIN023207 | PayTech<br>Implementation of ADP E-Time (01/27-01/31/20<br>Implemenation of ADP E-Time (02/03-02/07/20<br>Implementation of ADP E-Time (02/10-02/14/20<br>Implementation of ADP E-Time (04/15-04/17/20<br>Implementation of ADP E-Time (04/22-04/23/20 | 05/05/2020              | 3,000.00<br>3,000.00<br>1,650.00<br>600.00<br>900.00 |
| Total for Check Number 310630: |   |  |                         | 9,150.00   |
| 310631                         | JLPG5270<br>110463  | Julia Pong   | 05/05/2020              | 136.00   |
| Total for Check Number 310631: |   |  |                         | 136.00   |
| 310632                         | PSMR6711  | Postmaster   | 05/05/2020              |  |

| Check No | Vendor No<br>Invoice No   | Vendor Name<br>Description   | Check Date<br>Reference        | Check Amount  |
|----------|---|--|--------------------------------|---|
|          | BR 1000   | Postage Permit BR 1000 (Annual Bulk Mail Fee)  |                                | 240.00  |
|          |   |  | Total for Check Number 310632: | 240.00  |
| 310633   | STA5219<br>3442509215<br>3442509216   | Staples Business Advantage<br>COVID-19 Citywise Scanner<br>COVID-19 Scure Storage Device   | 05/05/2020                     | 4,795.95<br>21.89   |
|          |   |  | Total for Check Number 310633: | 4,817.84  |
| 310634   | SOU5030<br>072 519 1300 5<br>080 919 2900 3<br>080 919 3600 8<br>083 019 3600 4<br>135 519 3700 9<br>137 619 3700 5<br>148 220 0900 8                               | The Gas Company<br>03/16-04/14/2020<br>03/16-04/14/2020<br>03/16-04/14/2020<br>03/16-04/14/2020<br>03/16-04/14/2020<br>03/16-04/14/2020<br>03/16-04/14/2020  | 05/05/2020                     | 33.36<br>507.00<br>147.35<br>118.17<br>299.49<br>396.07<br>173.46   |
|          |   |  | Total for Check Number 310634: | 1,674.90  |
| 310635   | HAFR7000<br>080303409151<br>087120632252<br>088008033789  | The Hartford<br>Life Insurance # 011638160001 Apr. 2020<br>Life Insurance # 011638160001 Feb. 2020<br>Life Insurance # 011638160001 Mar. 2020  | 05/05/2020                     | 972.00<br>978.75<br>951.75  |
|          |   |  | Total for Check Number 310635: | 2,902.50  |
| 310636   | TIM4011<br>008 0070193<br>008 0224964<br>008 0269985<br>008 0357905<br>899 0029763  | Time Warner Cable<br>8448 30 008 0070193 (04/01-04/30/2020)<br>8448 30 008 0224964 (04/08-05/07/2020)<br>8448 30 008 0269985 (03/17-04/16/2020)<br>8448 30 008 0357905 (04/05-05/04/2020)<br>8448 20 899 0029763 (03/16-04/15/2020)                                  | 05/05/2020                     | 78.95<br>382.85<br>178.90<br>130.49<br>257.35   |
|          |   |  | Total for Check Number 310636: | 1,028.54  |
| 310637   | VERW6711<br>9851320526  | Verizon Wireless<br>Acct # 270619951-00004 (02/27-03/26/2020)  | 05/05/2020                     | 499.48  |
|          |   |  | Total for Check Number 310637: | 499.48  |
| 310638   | WLHD8020<br>14300669<br>14300697<br>14300700<br>14300703<br>14300723<br>14300740<br>14300743<br>14300752<br>14300756<br>14300758<br>14300760<br>14300768<br>6143939 | Westlake Hardware<br>PW Supplies<br>Fire Dept. Supplies<br>PW Supplies<br>Fire Dept. Supplies<br>PW Supplies<br>PW Supplies<br>Fire Dept. Supplies<br>PW Supplies<br>Fire Dept. Supplies<br>PW Supplies<br>Fire Dept. Supplies<br>Fire Dept. Supplies<br>PW Supplies | 05/05/2020                     | 119.42<br>317.53<br>3.92<br>18.60<br>123.71<br>44.86<br>31.51<br>42.69<br>84.71<br>106.14<br>147.76<br>111.24<br>5.46 |
|          |   |  | Total for Check Number 310638: | 1,157.55  |
| 310639   | WIS2563<br>R Wise   | Randy Wise<br>Reimb. Training Class Expenses (03.16-27.2020)   | 05/05/2020                     | 30.00   |

| Check No | Vendor No<br>Invoice No | Vendor Name<br>Description   | Check Date<br>Reference        | Check Amount |
|----------|-------------------------|--|--------------------------------|--------------|
|          |                         |  | Total for Check Number 310639: | 30.00        |
| 310640   | YUZH5270<br>110712      | Yu Zheng<br>COVID-19 Refund for Camp Med                               | 05/05/2020                     | 180.00       |
|          |                         |  | Total for Check Number 310640: | 180.00       |
| 310641   | ZOLL8021<br>90042585    | Zoll Medical Copr. GPO<br>X Series Manual Defibrillator for Fire Dept. | 05/05/2020                     | 837.69       |
|          |                         |  | Total for Check Number 310641: | 837.69       |
|          |                         |  | Total for 5/5/2020:            | 86,177.02    |
|          |                         |  | Report Total (30 checks):      | 86,177.02    |

# Accounts Payable

## Checks by Date - Detail by Check Date

User: EAlvarez  
 Printed: 5/12/2020 10:28 PM



| Check No                                      | Vendor No<br>Invoice No | Vendor Name<br>Description                       | Check Date<br>Reference | Check Amount |
|---|-------------------------|--|-------------------------|--------------|
| ACH   | JHMS8020                | JHM Supply                                       | 05/08/2020              |              |
|   | 115985/1                | Irrigation Supplies for City Parks, Medians, & O |                         | 394.06       |
|   | 115995/1                | Irrigation Supplies for City Parks, Medians, & O |                         | 105.17       |
|   | 116065/1                | Irrigation Supplies for City Parks, Medians, & O |                         | 37.94        |
|   | 116131/1                | Irrigation Supplies for City Parks, Medians, & O |                         | 99.39        |
|   | 116160/1                | Irrigation Supplies for City Landscapes          |                         | 121.01       |
|   | 205901/1                | Irrigation Supplies for City Park FY19-20        |                         | 133.06       |
|   | C115412/1               | Irrigation Supplies for City Landscapes          |                         | -101.30      |
| Total for this ACH Check for Vendor JHMS8020: |                         |  |                         | 789.33       |
| Total for 5/8/2020:                           |                         |  |                         | 789.33       |
| Report Total (1 checks):                      |                         |  |                         | 789.33       |

**ATTACHMENT 3**  
**General City Warrant List**

# Accounts Payable

## Checks by Date - Detail by Check Date

User: EAlvarez  
 Printed: 5/13/2020 5:50 PM



| Check No                                      | Vendor No<br>Invoice No | Vendor Name<br>Description                     | Check Date<br>Reference | Check Amount |
|---|-------------------------|--|-------------------------|--------------|
| ACH   | AMPM5011                | AM/PM Door, Inc.                               | 05/20/2020              |              |
|   | 41948-41370             | Urgent Repair to Library Door                  |                         | 583.75       |
|   | 41948-41621             | Urgent Repair to Library Door                  |                         | 1,885.00     |
|   | 41948-41621             | Urgent Repair to Library Door                  |                         | 3,000.00     |
| Total for this ACH Check for Vendor AMPM5011: |                         |  |                         | 5,468.75     |
| ACH   | ATGC8530                | Acorn Technology Corp.                         | 05/20/2020              |              |
|   | 2160                    | CO # 219                                       |                         | 12.50        |
|   | 2163                    | CO # 225                                       |                         | 12.50        |
|   | 2164                    | CO # 220                                       |                         | 25.00        |
|   | 2165                    | CO # 226                                       |                         | 87.50        |
|   | 2166                    | CO # 218                                       |                         | 12.50        |
|   | 2167                    | CO # 212                                       |                         | 260.00       |
|   | 2168                    | CO # 229                                       |                         | 12.50        |
|   | 2169                    | CO # 211                                       |                         | 675.00       |
|   | 2171                    | CO # 210                                       |                         | 25.00        |
|   | 2172                    | CO # 221                                       |                         | 12.50        |
|   | 2173                    | CO # 226                                       |                         | 72.50        |
|   | 2176                    | CO # 205                                       |                         | 460.00       |
|   | 2178                    | CO # 224                                       |                         | 12.50        |
|   | 2179                    | CO # 214                                       |                         | 12.50        |
|   | 53336                   | IT Analyst Onsite Hours - Adjust               |                         | 425.00       |
|   | 53336                   | CO # 231                                       |                         | 12.50        |
|   | 53336                   | CO # 232                                       |                         | 12.50        |
|   | 53336                   | Managed IT Service Server Monitoring           |                         | 237.50       |
|   | 53336                   | General - City (Tix/Chrgs Summ)                |                         | 16,892.50    |
|   | 53336                   | CO # 228 Dell Sonic Firewall                   |                         | 360.00       |
|   | 53336                   | Adjustment                                     |                         | -483.75      |
|   | 53336                   | CO # 210 Password Reminder PRO 525 User Li     |                         | 113.85       |
|   | 53336                   | CO # 210 Password Reminder PRO 525 User Li     |                         | 683.10       |
|   | 53336                   | Managed IT Monitoring                          |                         | 525.00       |
| Total for this ACH Check for Vendor ATGC8530: |                         |  |                         | 20,470.70    |
| ACH   | BFWB4011                | Badge Frame, Inc.                              | 05/20/2020              |              |
|   | 459187                  | Printed and Laminated ID Card for Corporal Dul |                         | 21.45        |
| Total for this ACH Check for Vendor BFWB4011: |                         |  |                         | 21.45        |
| ACH   | BLHT5270                | Heather Bland                                  | 05/20/2020              |              |
|   | 110858                  | COVID-19 Refund due to Class Cancellation      |                         | 18.00        |
| Total for this ACH Check for Vendor BLHT5270: |                         |  |                         | 18.00        |
| ACH   | CAME2015                | CA Maintenance & Environmental                 | 05/20/2020              |              |
|   | 32562                   | Underground Fuel Storage Inspection Yard (Mar  |                         | 125.00       |
|   | 32563                   | Underground Fuel Storage Inspection Police & F |                         | 125.00       |

| Check No                                      | Vendor No<br>Invoice No  | Vendor Name<br>Description  | Check Date<br>Reference | Check Amount  |
|---|--|---|-------------------------|---|
| Total for this ACH Check for Vendor CAME2015: |  |   |                         | 250.00  |
| ACH   | CDW5246<br>4793592   | CDW Government LLC<br>2 Computers for Senior Center   | 05/20/2020              | 2,404.79  |
| Total for this ACH Check for Vendor CDW5246:  |  |   |                         | 2,404.79  |
| ACH   | DDL8010<br>2100<br>2101  | Dr. Detail Ph.D<br>Sanitize Station and Police Vehicles 04/06/2020<br>Fleet Cleaning for Dial-a-Ride Buses  | 05/20/2020              | 1,780.00<br>175.00  |
| Total for this ACH Check for Vendor DDL8010:  |  |   |                         | 1,955.00  |
| ACH   | EURO6710<br>L0494388<br>L0494791<br>L0494893<br>L0494920<br>L0495881<br>L0496427<br>L0496525<br>L0496652<br>L0497988<br>L0497989 | Eurofins Eaton Analytical<br>Water Quality Laboratory Testing Services FY19<br>Water Quality Laboratory Testing Services FY19 | 05/20/2020              | 450.00<br>127.00<br>450.00<br>290.00<br>127.00<br>44.00<br>127.00<br>450.00<br>450.00<br>127.00 |
| Total for this ACH Check for Vendor EURO6710: |  |   |                         | 2,642.00  |
| ACH   | HQAB8100<br>16841<br>16867   | Hi Quality Auto Body Inc.<br>Repairs to Unit # 1706<br>Repairs to Unit # 0134   | 05/20/2020              | 760.59<br>2,188.20  |
| Total for this ACH Check for Vendor HQAB8100: |  |   |                         | 2,948.79  |
| ACH   | JCSY5270<br>110673   | Jason Cosylion<br>COVID-19 Refund for Camp Med  | 05/20/2020              | 90.00   |
| Total for this ACH Check for Vendor JCSY5270: |  |   |                         | 90.00   |
| ACH   | KVTP5270<br>110776   | Kevin Tapia<br>COVID-19 Refund of Garfield Park Gazebo  | 05/20/2020              | 160.00  |
| Total for this ACH Check for Vendor KVTP5270: |  |   |                         | 160.00  |
| ACH   | MNBL8170<br>10349<br>10394<br>10433<br>10453<br>10453  | Munibilling<br>Water Billing Services: Absorbtion Charge<br>Water Billing Services: Postage<br>Water Billing Services: Postage<br>Water Billing Services: Absorbtion Charge May<br>Water Billing Services May 2020  | 05/20/2020              | 9,579.25<br>2,619.76<br>500.41<br>45.00<br>30,875.00  |
| Total for this ACH Check for Vendor MNBL8170: |  |   |                         | 43,619.42   |
| ACH   | OFF4011<br>I-01739124  | Office Solutions<br>3 Dell Toners   | 05/20/2020              | 942.64  |
| Total for this ACH Check for Vendor OFF4011:  |  |   |                         | 942.64  |
| ACH   | OVD8011<br>01148DA20100070   | OverDrive Inc.<br>Purchase of Digital Books & Audiobooks for Lit  | 05/20/2020              | 35.49   |
| Total for this ACH Check for Vendor OVD8011:  |  |   |                         | 35.49   |

| Check No                                      | Vendor No<br>Invoice No   | Vendor Name<br>Description   | Check Date<br>Reference | Check Amount   |
|---|---|--|-------------------------|--|
| ACH   | REP6115<br>5610213098<br>5620022657<br>5620025086<br>5620029295<br>5620029300 | Siemens Mobility, Inc.<br>Traffic Signal Maint. (Feb. 2020)<br>Traffic Signal Response Call Outs (Aug. 2019)<br>Monterey/Fair Oaks Pedestrian Push Button Sigr<br>Response to Vehicle Accident on Huntington &<br>Traffic Signal Call Outs (Feb. 2020) | 05/20/2020              | 2,163.63<br>2,896.41<br>918.17<br>6,760.21<br>1,642.09 |
| Total for this ACH Check for Vendor REP6115:  |   |  |                         | 14,380.51  |
| ACH   | STSM1020<br>191607  | Studio Spectrum<br>City Council Audio Mixer Replacements   | 05/20/2020              | 1,450.23   |
| Total for this ACH Check for Vendor STSM1020: |   |  |                         | 1,450.23   |
| ACH   | TRA5998<br>20193087<br>20201263<br>20201264<br>20201265                       | Transtech Engineers, Inc.<br>South Pasadena Code Adoption<br>Consulting for Month to Month Building & Safe<br>Consulting for Month to Month Building & Safe<br>Consulting for Month to Month Building & Safe   | 05/20/2020              | 650.40<br>18,671.86<br>12,446.10<br>43.36              |
| Total for this ACH Check for Vendor TRA5998:  |   |  |                         | 31,811.72  |
| ACH   | VEWI8020<br>37384<br>37385<br>37386   | Vision Electric Wholesale Inc.<br>Electric Hardware Supplies<br>Electric Hardware Supplies<br>Electric Hardware Supplies   | 05/20/2020              | 50.11<br>235.86<br>235.86                              |
| Total for this ACH Check for Vendor VEWI8020: |   |  |                         | 521.83   |
| ACH   | WEL7777<br>8775   | Wells' Tapping Service Inc<br>Emergency Line Stop and 12" Valve Installation   | 05/20/2020              | 12,200.00  |
| Total for this ACH Check for Vendor WEL7777:  |   |  |                         | 12,200.00  |
| 310642  | AIR6010<br>9970697840   | Airgas USA LLC<br>Oxygen Cylinder Rental   | 05/20/2020              | 229.80   |
| Total for Check Number 310642:                |   |  |                         | 229.80   |
| 310643  | ALJS5270<br>110819  | Jose Alvarez<br>COVID-19 Refund due to Class Cancellation  | 05/20/2020              | 42.00  |
| Total for Check Number 310643:                |   |  |                         | 42.00  |
| 310644  | BTLR5270<br>110793  | Lauren Batista<br>COVID-19 Refund due to Class Cancellation  | 05/20/2020              | 279.00   |
| Total for Check Number 310644:                |   |  |                         | 279.00   |
| 310645  | BYAN5270<br>110816  | Anna Baycher<br>COVID-19 Refund due to Class Cancellation  | 05/20/2020              | 45.00  |
| Total for Check Number 310645:                |   |  |                         | 45.00  |
| 310646  | BERM6410<br>597842  | Bee Removers<br>Bee Removal: Southwest Corner of Fair Oaks &   | 05/20/2020              | 195.00   |
| Total for Check Number 310646:                |   |  |                         | 195.00   |
| 310647  | BJJQ2920<br>110916  | Joqsan Borja<br>COVID-19 Refund for War Memorial Building  | 05/20/2020              | 500.00   |

| Check No | Vendor No<br>Invoice No                       | Vendor Name<br>Description   | Check Date<br>Reference        | Check Amount    |
|----------|---|--|--------------------------------|-----------------|
|          |   |  | Total for Check Number 310647: | 500.00          |
| 310648   | TYBL7000<br>TBorello                          | Tyler Borrello<br>Mileage Reimb. of Training Class Ofcr. Borrello  | 05/20/2020                     | 28.42           |
|          |   |  | Total for Check Number 310648: | 28.42           |
| 310649   | BRSM5270<br>110794                            | Samantha Brailey<br>COVID-19 Refund due to Class Cancellation  | 05/20/2020                     | 85.00           |
|          |   |  | Total for Check Number 310649: | 85.00           |
| 310650   | BRTH5270<br>110845                            | Theresa Bravo<br>COVID-19 Refund of Garfield Park Gazebo   | 05/20/2020                     | 160.00          |
|          |   |  | Total for Check Number 310650: | 160.00          |
| 310651   | BRBR5270<br>110813                            | Brian Brinkman<br>COVID-19 Refund due to Class Cancellation  | 05/20/2020                     | 68.00           |
|          |   |  | Total for Check Number 310651: | 68.00           |
| 310652   | BRPL5270<br>110807                            | Paul Burgeno<br>COVID-19 Refund due to Cancelled Class   | 05/20/2020                     | 34.00           |
|          |   |  | Total for Check Number 310652: | 34.00           |
| 310653   | MLBT5270<br>110847                            | Molly Burrets<br>COVID-19 Refund for Park Gazebo   | 05/20/2020                     | 120.00          |
|          |   |  | Total for Check Number 310653: | 120.00          |
| 310654   | CAL6695<br>101521002151102<br>101521002151102 | CA American Water Co.<br>Water meter service for Wilson Well # 2 (1015-2<br>Water for Wilson Well # 2 (1015-21002151121) | 05/20/2020                     | 11.32<br>1.63   |
|          |   |  | Total for Check Number 310654: | 12.95           |
| 310655   | CAL5236<br>1775129<br>1776062                 | CA Linen Services<br>Fire Department Cleaning Services<br>Fire Department Cleaning Services                              | 05/20/2020                     | 100.79<br>99.02 |
|          |   |  | Total for Check Number 310655: | 199.81          |
| 310656   | CZCC5270<br>110753                            | Czarina Cacho<br>COVID-19 Refund due to Class Cancellation   | 05/20/2020                     | 280.00          |
|          |   |  | Total for Check Number 310656: | 280.00          |
| 310657   | FRCR5270<br>110781                            | Francisco Carillo<br>COVID-19 Refund for Gazebo Reservation  | 05/20/2020                     | 160.00          |
|          |   |  | Total for Check Number 310657: | 160.00          |
| 310658   | CAT0700<br>5520                               | Catering Systems Inc.<br>Senior Meal Program (04.20-04.24.2020)  | 05/20/2020                     | 2,165.40        |
|          |   |  | Total for Check Number 310658: | 2,165.40        |
| 310659   | CITI1021<br>47937                             | CDI<br>Laserfiche Annual Server, Maintenance, and Pot  | 05/20/2020                     | 3,100.00        |

| Check No | Vendor No<br>Invoice No | Vendor Name<br>Description   | Check Date<br>Reference        | Check Amount |
|----------|-------------------------|--|--------------------------------|--------------|
|          |                         |  | Total for Check Number 310659: | 3,100.00     |
| 310660   | CHE6010<br>660491       | Chem Pro Laboratory, Inc.<br>Water Cooling Tower Treatment March 2020                  | 05/20/2020                     | 164.00       |
|          |                         |  | Total for Check Number 310660: | 164.00       |
| 310661   | CHQI5270<br>110809      | Qiuxiang Chen<br>COVID-19 Refund due to Cancelled Class                                | 05/20/2020                     | 100.00       |
|          |                         |  | Total for Check Number 310661: | 100.00       |
| 310662   | RCCH2920<br>110902      | Richard Chew<br>COVID-19 Refund for War Memorial Building                              | 05/20/2020                     | 500.00       |
|          |                         |  | Total for Check Number 310662: | 500.00       |
| 310663   | CRCH5270<br>110766      | Cristina Cho<br>COVID-19 Refund due to Class Cancellation                              | 05/20/2020                     | 36.00        |
|          |                         |  | Total for Check Number 310663: | 36.00        |
| 310664   | CHJL5270<br>110802      | Julie Chun<br>COVID-19 Refund due to Class Cancellation                                | 05/20/2020                     | 270.00       |
|          |                         |  | Total for Check Number 310664: | 270.00       |
| 310665   | CITTF000<br>35093712    | CIT Technology Financial Services, Inc.<br>Public Works / Planning Copier 1st Floor CH | 05/20/2020                     | 802.62       |
|          |                         |  | Total for Check Number 310665: | 802.62       |
| 310666   | CCAC1020<br>5365        | City Clerk's Assoc. of CA<br>Renewal of City Clerks Association Membership             | 05/20/2020                     | 65.00        |
|          |                         |  | Total for Check Number 310666: | 65.00        |
| 310667   | CDPS1020<br>66625       | Code Publishing Inc.<br>City Clerk Municipal Code Updates                              | 05/20/2020                     | 223.90       |
|          |                         |  | Total for Check Number 310667: | 223.90       |
| 310668   | CRMN6010<br>L865000     | Core & Main LP<br>Purchase of Water Meters 3/4" & 1"                                   | 05/20/2020                     | 18,945.75    |
|          |                         |  | Total for Check Number 310668: | 18,945.75    |
| 310669   | CRDA1021<br>RS4583732   | Corodata Records Management<br>City's Record Storgae & Shredding Services              | 05/20/2020                     | 430.52       |
|          |                         |  | Total for Check Number 310669: | 430.52       |
| 310670   | DNCR5270<br>110814      | Danelle Courtice<br>COVID-19 Refund due to Class Cancellation                          | 05/20/2020                     | 125.00       |
|          |                         |  | Total for Check Number 310670: | 125.00       |
| 310671   | CRM5270<br>110797       | kamren Curiel<br>COVID-19 Refund due to Class Cancellation                             | 05/20/2020                     | 220.00       |
|          |                         |  | Total for Check Number 310671: | 220.00       |

| Check No                       | Vendor No<br>Invoice No                           | Vendor Name<br>Description   | Check Date<br>Reference | Check Amount                                |
|--------------------------------|---|--|-------------------------|---|
| 310672                         | DSP0755<br>8733                                   | D & S Printing<br>Print Envelopes for Senior Division  | 05/20/2020              | 192.94                                      |
| Total for Check Number 310672: |   |  |                         | 192.94                                      |
| 310673                         | DCSG<br>INV18453318<br>INV18453318                | DocuSign Inc.<br>eSignature Enterprise & Premium Support (COV)<br>eSignature Enterprise & Premium Support (COV)  | 05/20/2020              | 3,901.56<br>3,901.56                        |
| Total for Check Number 310673: |   |  |                         | 7,803.12                                    |
| 310674                         | DGSI6010<br>S74161                                | Duthie Generator Svc Inc.<br>Emergency Generator for Civic Center Generato   | 05/20/2020              | 712.50                                      |
| Total for Check Number 310674: |   |  |                         | 712.50                                      |
| 310675                         | JSJR5270<br>110805                                | Jose Luis Espinoza Jr.<br>COVID-19 due to Class Cancellation   | 05/20/2020              | 34.00                                       |
| Total for Check Number 310675: |   |  |                         | 34.00                                       |
| 310676                         | TNFS5270<br>110849                                | Tania Flores<br>COVID-19 Refund for Arroyo Park Gazebo   | 05/20/2020              | 240.00                                      |
| Total for Check Number 310676: |   |  |                         | 240.00                                      |
| 310677                         | FHCM5011<br>1084<br>1085                          | Foothill Communications<br>Motorala Speaker Mount & Accessories<br>Samiex Radio Cover and Radio Cabinets for Mo  | 05/20/2020              | 406.41<br>454.34                            |
| Total for Check Number 310677: |   |  |                         | 860.75                                      |
| 310678                         | GAR5011<br>126518                                 | Garvey Equipment Co<br>Service Oil Change on Concrete Saw Machine  | 05/20/2020              | 120.11                                      |
| Total for Check Number 310678: |   |  |                         | 120.11                                      |
| 310679                         | GRTK9203<br>69405                                 | Geo Tek, Inc.<br>On-Call Material Testing & Geotechnical Servic  | 05/20/2020              | 1,250.00                                    |
| Total for Check Number 310679: |   |  |                         | 1,250.00                                    |
| 310680                         | GDMH5270<br>110804                                | Michael Gold<br>COVID-19 Refund due to Class Cancellation  | 05/20/2020              | 270.00                                      |
| Total for Check Number 310680: |   |  |                         | 270.00                                      |
| 310681                         | GovX<br>1651758                                   | GOVX<br>Emergency Supplies Food - COVID19  | 05/20/2020              | 582.94                                      |
| Total for Check Number 310681: |   |  |                         | 582.94                                      |
| 310682                         | GRAN2032<br>12357CR<br>123756<br>123757<br>124617 | Granicus<br>Granics - GovAccess (Maint. Hosting and Licen:<br>Granics - GovAccess (Maint. Hosting and Licen:<br>Granics - GovAccess (Maint. Hosting and Licen:<br>Granicus Encoding Appliance Hardware - SDI | 05/20/2020              | -271.24<br>7,900.00<br>8,295.00<br>1,916.26 |
| Total for Check Number 310682: |   |  |                         | 17,840.02                                   |
| 310683                         | GRNT5270<br>110704                                | Nathalie Griffiths<br>COVID-19 Refund for Camp Med   | 05/20/2020              | 90.00                                       |

| Check No | Vendor No<br>Invoice No   | Vendor Name<br>Description   | Check Date<br>Reference        | Check Amount  |
|----------|---|--|--------------------------------|---|
|          |   |  | Total for Check Number 310683: | 90.00   |
| 310684   | GDML5270<br>110822  | Marlene Guidara<br>COVID-19 Refund due to Class Cancellation   | 05/20/2020                     | 18.00   |
|          |   |  | Total for Check Number 310684: | 18.00   |
| 310685   | GZJR5270<br>110836  | Roland Jason Guzman<br>COVID-19 Refund for Class Cancellation  | 05/20/2020                     | 18.00   |
|          |   |  | Total for Check Number 310685: | 18.00   |
| 310686   | HRGU5270<br>110811  | Maki Haraguchi<br>COVID-19 Refund for Cancelled Class  | 05/20/2020                     | 98.00   |
|          |   |  | Total for Check Number 310686: | 98.00   |
| 310687   | BRI4610<br>110802   | Brian Henderson<br>COVID-19 Refund due to Class Cancellation   | 05/20/2020                     | 85.00   |
|          |   |  | Total for Check Number 310687: | 85.00   |
| 310688   | MLHR5270<br>110815  | Melissa Heuer<br>COVID-19 Refund due to Class Cancellation   | 05/20/2020                     | 34.00   |
|          |   |  | Total for Check Number 310688: | 34.00   |
| 310689   | DVHL5270<br>110823  | David Hillel<br>COVID-19 Refund for Cancelled Class  | 05/20/2020                     | 36.00   |
|          |   |  | Total for Check Number 310689: | 36.00   |
| 310690   | HOM1515<br>2273652<br>2301064<br>2973394<br>4742907<br>4764813<br>4782662<br>5300025<br>8010534<br>8010535<br>9300671<br>9611581<br>9743230 | Home Depot Credit Services<br>Citywide Supplies (COVID-19 Supplies & Prote<br>Citywide Supplies (COVID-19 Supplies & Prote | 05/20/2020                     | 733.43<br>492.42<br>1,725.50<br>90.75<br>235.24<br>36.00<br>505.13<br>451.36<br>52.74<br>115.66<br>311.49<br>423.77 |
|          |   |  | Total for Check Number 310690: | 5,173.49  |
| 310691   | HPCC1021<br>27564   | HPC Computers Inc.<br>Printer Service P&B HP 4000  | 05/20/2020                     | 135.26  |
|          |   |  | Total for Check Number 310691: | 135.26  |
| 310692   | MKJO5270<br>110780  | Mark Jo<br>COVID-19 Refund for Garfield Park Gazebo  | 05/20/2020                     | 120.00  |
|          |   |  | Total for Check Number 310692: | 120.00  |
| 310693   | GSJN5270<br>110810  | Giselle Jones<br>COVID-19 Refund due to Class Cancellation   | 05/20/2020                     | 36.00   |

| Check No | Vendor No<br>Invoice No      | Vendor Name<br>Description  | Check Date<br>Reference        | Check Amount     |
|----------|------------------------------|---|--------------------------------|------------------|
|          |                              |   | Total for Check Number 310693: | 36.00            |
| 310694   | JCRS5011<br>47831            | Jones Coffee Roasters<br>Fire Department Supplies   | 05/20/2020                     | 139.05           |
|          |                              |   | Total for Check Number 310694: | 139.05           |
| 310695   | KTCB2920<br>110903           | Cambria Kattar<br>COVID-19 Refund for Eddie Park House  | 05/20/2020                     | 250.00           |
|          |                              |   | Total for Check Number 310695: | 250.00           |
| 310696   | KEY2011<br>34365             | Keyser Marston Associates Inc<br>625 Fair Oaks Ave. Density Bonus (January 31, :                      | 05/20/2020                     | 8,600.00         |
|          |                              |   | Total for Check Number 310696: | 8,600.00         |
| 310697   | LTAP5500<br>105650<br>105650 | L.A.C. M. T. A.<br>Senior / Disabled TAP passes March 2020<br>Senior / Disabled TAP passes March 2020 | 05/20/2020                     | 200.00<br>200.00 |
|          |                              |   | Total for Check Number 310697: | 400.00           |
| 310698   | LLLI5270<br>110784           | Lillian Lam<br>COVID-19 Refund of Garfield Park Gazebo  | 05/20/2020                     | 120.00           |
|          |                              |   | Total for Check Number 310698: | 120.00           |
| 310699   | CYLR5270<br>110817           | Clayton Larson<br>COVID-19 Refund due to Class Cancellation   | 05/20/2020                     | 42.00            |
|          |                              |   | Total for Check Number 310699: | 42.00            |
| 310700   | AD5270<br>110798-99          | Ada Lee<br>COVID-19 Refund due to Class Cancellation  | 05/20/2020                     | 215.00           |
|          |                              |   | Total for Check Number 310700: | 215.00           |
| 310701   | LIFE822<br>993213            | Life-Assist Inc.<br>COVID-19 Medical Fanny Packs  | 05/20/2020                     | 555.99           |
|          |                              |   | Total for Check Number 310701: | 555.99           |
| 310702   | IRLU5270<br>110857           | Iris Liu<br>COVID-19 Refund due to Class Cancellation   | 05/20/2020                     | 18.00            |
|          |                              |   | Total for Check Number 310702: | 18.00            |
| 310703   | LDLE5270<br>110846           | Linda Loera<br>COVID-19 Refund for Arroyo Park Gazebo   | 05/20/2020                     | 80.00            |
|          |                              |   | Total for Check Number 310703: | 80.00            |
| 310704   | HULN5270<br>110820           | Hui Luan<br>COVID-19 Refund due to Class Cancellation   | 05/20/2020                     | 42.00            |
|          |                              |   | Total for Check Number 310704: | 42.00            |
| 310705   | MKKR5011<br>26451            | Karol Markowski<br>Vehicle Maint. RA81 (Parts & Fender Repair)  | 05/20/2020                     | 303.19           |

| Check No | Vendor No<br>Invoice No                                   | Vendor Name<br>Description  | Check Date<br>Reference        | Check Amount                                  |
|----------|---|---|--------------------------------|---|
|          |   |   | Total for Check Number 310705: | 303.19  |
| 310706   | MAT5563<br>23775  | Matt Chlor Inc<br>Sodium Hyperchlorite Chloring Purchase  | 05/20/2020                     | 118.47  |
|          |   |   | Total for Check Number 310706: | 118.47  |
| 310707   | MKTY5270<br>110778  | Monica McClellan-Taylor<br>COVID-19 Refund of Gazebo Reservation  | 05/20/2020                     | 80.00   |
|          |   |   | Total for Check Number 310707: | 80.00   |
| 310708   | NKCM5270<br>110812  | Naoko Sugimoto McCormick<br>COVID-19 Refund due to Class Cancellation   | 05/20/2020                     | 36.00   |
|          |   |   | Total for Check Number 310708: | 36.00   |
| 310709   | McLaughl<br>110783  | Justin McLaughlin<br>COVID-19 Refund of Garfield Park Gazebo  | 05/20/2020                     | 120.00  |
|          |   |   | Total for Check Number 310709: | 120.00  |
| 310710   | MCM2352<br>33448401<br>33657200                           | McMaster Carr Supply Co<br>Parts to repair booster at Indiana Station Water I<br>Parts to repair switch at Wilson Well # 2  | 05/20/2020                     | 153.12<br>23.45                               |
|          |   |   | Total for Check Number 310710: | 176.57  |
| 310711   | CLMP5270<br>110827  | Clarissa McPeck<br>COVID-19 Refund for Class Cancellation   | 05/20/2020                     | 100.00  |
|          |   |   | Total for Check Number 310711: | 100.00  |
| 310712   | MER2145<br>575241<br>575241<br>575241<br>575241<br>575241 | Merit Oil Company<br>Unleaded Fuel for City Departments<br>Unleaded Fuel for City Departments<br>Unleaded Fuel for City Departments<br>Unleaded Fuel for City Departments<br>Unleaded Fuel for City Departments | 05/20/2020                     | 3,615.10<br>336.29<br>84.07<br>84.07<br>84.07 |
|          |   |   | Total for Check Number 310712: | 4,203.60                                      |
| 310713   | MRMC6710<br>5383  | Miramontes Construction Inc.<br>Emergency Installation of 2" Galvanized Water I   | 05/20/2020                     | 8,470.00                                      |
|          |   |   | Total for Check Number 310713: | 8,470.00                                      |
| 310714   | NGNT5270<br>110818<br>110832                              | Nitesh Nagar<br>COVID-19 Refund due to Class Cancellation<br>COVID-19 Refund due to Class Cancellation  | 05/20/2020                     | 18.00<br>18.00                                |
|          |   |   | Total for Check Number 310714: | 36.00   |
| 310715   | NGNZ5270<br>110806  | Nazanin Naraghi<br>COVID-19 Refund due to Class Cancellation  | 05/20/2020                     | 139.00  |
|          |   |   | Total for Check Number 310715: | 139.00  |
| 310716   | NNYR2013<br>77222   | Nelson Nygaard Consult. Assoc.<br>Ramona Street Neighborhood Traffic Mgmt Plar  | 05/20/2020                     | 1,118.94                                      |

| Check No | Vendor No<br>Invoice No   | Vendor Name<br>Description  | Check Date<br>Reference        | Check Amount   |
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|          |   |   | Total for Check Number 310716: | 1,118.94   |
| 310717   | NCMC4011<br>83672   | New Century Motorcycles<br>Replace Rear Right Turn Signal   | 05/20/2020                     | 83.15  |
|          |   |   | Total for Check Number 310717: | 83.15  |
| 310718   | NEWE3032<br>1302720046  | Newegg.com Business Inc.<br>Microsoft 3600 PN7-00001 Black Qty# 2   | 05/20/2020                     | 74.45  |
|          |   |   | Total for Check Number 310718: | 74.45  |
| 310719   | OREI6711<br>3213-160963   | O' Reilly Automotive Inc.<br>Safety Gloves for Water Division (03.17.2020)  | 05/20/2020                     | 153.19   |
|          |   |   | Total for Check Number 310719: | 153.19   |
| 310720   | OLVN5270<br>109568  | Vanessa Olivo<br>COVID-19 Refund due to Cancelled Class   | 05/20/2020                     | 68.00  |
|          |   |   | Total for Check Number 310720: | 68.00  |
| 310721   | SPON5270<br>110851  | Stephanie O'Neill<br>COVID-19 Refund for Arroyo Park Gazebo   | 05/20/2020                     | 120.00   |
|          |   |   | Total for Check Number 310721: | 120.00   |
| 310722   | JZON5270<br>110850  | Jasmine Osuna<br>COVID-19 Refund for Garfield Park Gazebo   | 05/20/2020                     | 120.00   |
|          |   |   | Total for Check Number 310722: | 120.00   |
| 310723   | OLNP8010<br>68427<br>68633<br>68636<br>68638<br>68921<br>68975<br>69105<br>A67299<br>A67337<br>A67338<br>A67341<br>A67342 | Outlook Newspaper<br>Publishing of Public Notices (Planning & Buildi<br>Publishing of Public Notices (Planning & Buildi<br>Publishing of Public Notices (Planning & Buildi<br>Publishing of Public Notices (Planning & Buildi<br>Legal Advertisement - HVAC Project<br>Publishing of City Ordinance No. 2345<br>Publishing of Public Notices (Planning & Buildi<br>Publishing of Public Notices (Planning & Buildi | 05/20/2020                     | 165.00<br>120.00<br>105.00<br>105.00<br>150.00<br>232.50<br>603.75<br>210.00<br>150.00<br>120.00<br>147.00<br>150.00 |
|          |   |   | Total for Check Number 310723: | 2,258.25   |
| 310724   | PPSS8520<br>15049   | Pacific Parking Systems Inc.<br>Annual Maint. Contract for Mission Meridian Pa  | 05/20/2020                     | 1,100.00   |
|          |   |   | Total for Check Number 310724: | 1,100.00   |
| 310725   | ALPW5270<br>110853  | Alex Paquet-Whall<br>COVID-19 Refund for Garfield Park Gazebo   | 05/20/2020                     | 120.00   |
|          |   |   | Total for Check Number 310725: | 120.00   |
| 310726   | PAKH5011<br>4010153471  | Parkhouse Tire Inc.<br>Emergency Heavy Duty Truck Tires Unit # 318  | 05/20/2020                     | 919.83   |

| Check No | Vendor No<br>Invoice No        | Vendor Name<br>Description   | Check Date<br>Reference        | Check Amount        |
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|          |                                |  | Total for Check Number 310726: | 919.83              |
| 310727   | PWP4465<br>80176-1             | Pasadena Water & Power<br>Water Purchase for the Pasadena Pressure Zone 1                                    | 05/20/2020                     | 2,191.09            |
|          |                                |  | Total for Check Number 310727: | 2,191.09            |
| 310728   | PLWK7011<br>71726              | Placeworks<br>Consultant for General Plan March 2020   | 05/20/2020                     | 6,537.86            |
|          |                                |  | Total for Check Number 310728: | 6,537.86            |
| 310729   | PWCW6710<br>0158397<br>0158869 | PollardWater<br>Replacement Pump for Westside Water Division<br>Tools for Distribution Division              | 05/20/2020                     | 527.34<br>55.37     |
|          |                                |  | Total for Check Number 310729: | 582.71              |
| 310730   | IVPR5270<br>110765             | Ivonne Press<br>COVID-19 Refund for Garfield Park Gazebo   | 05/20/2020                     | 160.00              |
|          |                                |  | Total for Check Number 310730: | 160.00              |
| 310731   | PSOMAS<br>160292<br>161934     | PSOMAS<br>Prof. Service Assistance with General Plan & Dc<br>Prof. Service Assistance with General Plan & Dc | 05/20/2020                     | 13,518.65<br>411.25 |
|          |                                |  | Total for Check Number 310731: | 13,929.90           |
| 310732   | PUWA8020<br>202017394          | Pure Water<br>Fire Department Supplies - April 2020  | 05/20/2020                     | 87.39               |
|          |                                |  | Total for Check Number 310732: | 87.39               |
| 310733   | NEOF8011<br>790004408068204    | Quadient Finance USA, Inc.<br>Postage Meter Lease Acct# 7900 0440 8068 204                                   | 05/20/2020                     | 166.74              |
|          |                                |  | Total for Check Number 310733: | 166.74              |
| 310734   | RDLR5270<br>110848             | Laura Reardon<br>COVID-19 Refund for Garfield Park Gazebo  | 05/20/2020                     | 80.00               |
|          |                                |  | Total for Check Number 310734: | 80.00               |
| 310735   | MYRB5270<br>110779             | Mary Robinson<br>COVID-19 Refund of Garfield Park Gazebo   | 05/20/2020                     | 120.00              |
|          |                                |  | Total for Check Number 310735: | 120.00              |
| 310736   | RMSF8025<br>43073              | Routematch<br>Annual Hosting Fee - 2 User (5 Years)  | 05/20/2020                     | 2,778.30            |
|          |                                |  | Total for Check Number 310736: | 2,778.30            |
| 310737   | SLMS5270<br>110861             | Maritere Salas<br>COVID-19 Refund of Arroyo Park Gazebo  | 05/20/2020                     | 120.00              |
|          |                                |  | Total for Check Number 310737: | 120.00              |
| 310738   | SAN4958<br>R16529              | San Marino Security System<br>Wilson Reservoir Fire Alarm Monitoring   | 05/20/2020                     | 435.00              |

| Check No | Vendor No<br>Invoice No  | Vendor Name<br>Description   | Check Date<br>Reference        | Check Amount                       |
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|          |  |  | Total for Check Number 310738: | 435.00                             |
| 310739   | SAN8569<br>021991-IN<br>021991-IN  | Sandler Brothers<br>Rags for Water Division<br>Rags for Water Division   | 05/20/2020                     | 218.41<br>218.41                   |
|          |  |  | Total for Check Number 310739: | 436.82                             |
| 310740   | SCAT6710<br>14990<br>14992   | Scott's Automotive<br>Maint. to Water Unit # 3<br>Maint. for Water Unit # 10   | 05/20/2020                     | 201.84<br>49.13                    |
|          |  |  | Total for Check Number 310740: | 250.97                             |
| 310741   | SRAT5270<br>110824   | Athena Serban<br>COVID-19 Refund due to Class Cancellation   | 05/20/2020                     | 42.00                              |
|          |  |  | Total for Check Number 310741: | 42.00                              |
| 310742   | SHTI5270<br>110782   | Tinoush Shifteh<br>COVID-19 Refund for Garfield Park Gazebo Re   | 05/20/2020                     | 80.00                              |
|          |  |  | Total for Check Number 310742: | 80.00                              |
| 310743   | SIN7777<br>110830  | Cassandra Singh<br>COVID-19 Refund for Class Cancellation  | 05/20/2020                     | 36.00                              |
|          |  |  | Total for Check Number 310743: | 36.00                              |
| 310744   | GRDT5270<br>110825   | Garrett Smith<br>COVID-19 Refund due to Class Cancellation   | 05/20/2020                     | 42.00                              |
|          |  |  | Total for Check Number 310744: | 42.00                              |
| 310745   | MCST4010<br>MSmith   | Michael Smith<br>Reimb. Training Class Mileage (Dec.18-19)   | 05/20/2020                     | 11.02                              |
|          |  |  | Total for Check Number 310745: | 11.02                              |
| 310746   | STA5219<br>3438052106<br>3438581603<br>3438581604<br>3442772362                  | Staples Business Advantage<br>P&B Office Supplies<br>P&B Office Supplies<br>P&B Office Supplies<br>P&B Office Supplies | 05/20/2020                     | 189.61<br>-20.25<br>20.25<br>87.56 |
|          |  |  | Total for Check Number 310746: | 277.17                             |
| 310747   | KLST<br>110800-21  | Kelly Stevens<br>COVID-19 Refund for Cancelled Class   | 05/20/2020                     | 108.00                             |
|          |  |  | Total for Check Number 310747: | 108.00                             |
| 310748   | SUSL2990<br>00404442   | Sulekh Suman<br>Refund as applicant hired consultant to for secon  | 05/20/2020                     | 497.30                             |
|          |  |  | Total for Check Number 310748: | 497.30                             |
| 310749   | SOGA6501<br>196-493-8259 1<br>196-493-8259 1<br>196-493-8259 1<br>196-493-8259 1 | The Gas Company<br>CNG for City Vehicles<br>CNG for City Vehicles<br>CNG for City Vehicles<br>CNG for City Vehicles    | 05/20/2020                     | 14.25<br>49.50<br>75.00<br>28.44   |

| Check No | Vendor No<br>Invoice No                          | Vendor Name<br>Description   | Check Date<br>Reference        | Check Amount                 |
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|          | 196-493-8259 1                                   | CNG for City Vehicles  |                                | 20.23                        |
|          |  |  | Total for Check Number 310749: | 187.42                       |
| 310750   | TDAM5270<br>110673                               | Amy Todd<br>COVID-19 Refund for Camp Med   | 05/20/2020                     | 90.00                        |
|          |  |  | Total for Check Number 310750: | 90.00                        |
| 310751   | TSAI5270<br>110852                               | Faye Tsai<br>COVID-19 Refund for Garfield Park Gazebo  | 05/20/2020                     | 80.00                        |
|          |  |  | Total for Check Number 310751: | 80.00                        |
| 310752   | TUM8011<br>99369                                 | Tumbleweed Press Inc.<br>Renewal of Tumbleweed Subscription for Librar   | 05/20/2020                     | 599.00                       |
|          |  |  | Total for Check Number 310752: | 599.00                       |
| 310753   | UND6710<br>220200703<br>320200687<br>dsc20191168 | Underground Service Alert<br>Underground Service Alert Fees (Feb. 2020)<br>Underground Service Alert Fees (Mar. 2020)<br>Underground Service Alert Regulatory Fee to St        | 05/20/2020                     | 247.60<br>158.50<br>63.34    |
|          |  |  | Total for Check Number 310753: | 469.44                       |
| 310754   | POR4707<br>114-10106064<br>114-10242179          | United Site Services, Inc.<br>Port-a-Potty & Handwashing Station @ Library<br>ADA Wheelchair Accesibility Weekly Service &   | 05/20/2020                     | 1,009.81<br>339.72           |
|          |  |  | Total for Check Number 310754: | 1,349.53                     |
| 310755   | UPP7789<br>2/01-20<br>2/03-20<br>2020Q1          | Upper S.G.Mun. Water Dist.<br>Municipal Water District Water Connection Fee<br>Municipal Water District Water Connection Fee<br>Water District Capacity Charge due to Water Pu | 05/20/2020                     | 260.12<br>75.93<br>13,860.00 |
|          |  |  | Total for Check Number 310755: | 14,196.05                    |
| 310756   | VALD4011<br>CValdez                              | Catalina Valdez<br>Reimb. Training Class Mileage (Feb. 20) Ofcr. V   | 05/20/2020                     | 20.30                        |
|          |  |  | Total for Check Number 310756: | 20.30                        |
| 310757   | VUL6601<br>72561040                              | Vulcan Materials Co. & Affiliates<br>Liquid Materials for Roadway / Sidewalk Repair  | 05/20/2020                     | 793.80                       |
|          |  |  | Total for Check Number 310757: | 793.80                       |
| 310758   | JHWG5270<br>110827                               | Jinhua Wang<br>COVID-19 Refund due to Class Cancellation   | 05/20/2020                     | 100.00                       |
|          |  |  | Total for Check Number 310758: | 100.00                       |
| 310759   | WEWW6710<br>564787-00                            | Western Water Works<br>Emergency Purchase of 12in Gate Valve for Gra   | 05/20/2020                     | 2,312.09                     |
|          |  |  | Total for Check Number 310759: | 2,312.09                     |
| 310760   | WIL2010<br>00415860<br>00415861                  | Willdan Engineering<br>On-Call Construction Mgmt. Monterey Road<br>On-Call Construction Management: CNG Projec   | 05/20/2020                     | 16,347.50<br>926.00          |

| Check No | Vendor No<br>Invoice No     | Vendor Name<br>Description   | Check Date<br>Reference        | Check Amount     |
|----------|-----------------------------|--|--------------------------------|------------------|
|          |                             |  | Total for Check Number 310760: | 17,273.50        |
| 310761   | WIS2563<br>R Wise           | Randy Wise<br>Reimb. Training Expense (Jan.15) Cpl. Wise   | 05/20/2020                     | 40.90            |
|          |                             |  | Total for Check Number 310761: | 40.90            |
| 310762   | GRA1244<br>SOAS0320         | Woods Maintenance Services, Inc.<br>Citywide Graffiti Removal March 2020   | 05/20/2020                     | 147.00           |
|          |                             |  | Total for Check Number 310762: | 147.00           |
| 310763   | YTH1023<br>0013964<br>13969 | Y Tire Complete Auto<br>Replacement of Tires for Water Production Vehi<br>Replacement of Tires for Water Production Vehi | 05/20/2020                     | 737.88<br>742.88 |
|          |                             |  | Total for Check Number 310763: | 1,480.76         |
| 310764   | YHSH5270<br>110831          | Shao Yinghong<br>COVID-19 Refund due to Cancelled Class  | 05/20/2020                     | 100.00           |
|          |                             |  | Total for Check Number 310764: | 100.00           |
| 310765   | PTZM4011<br>PZamora         | Patrick Zamora<br>Reimb. Training Class (Jan.15) Ofcr. Zamora  | 05/20/2020                     | 31.32            |
|          |                             |  | Total for Check Number 310765: | 31.32            |
| 310766   | JAXH5270<br>110844          | Juan Zhang<br>COVID-19 Refund for Camp Med   | 05/20/2020                     | 180.00           |
|          |                             |  | Total for Check Number 310766: | 180.00           |
|          |                             |  | Total for 5/20/2020:           | 305,530.68       |
|          |                             |  | Report Total (144 checks):     | 305,530.68       |

**ATTACHMENT 4**  
**Supplemental ACH**  
**Payments**



| <b>ACH Payment Log</b> |                          |               |  |
|------------------------|--------------------------|---------------|--|
| <b>Date</b>            | <b>Vendor</b>            | <b>Amount</b> | <b>Description</b>                                       |
| 4/23/2020              | So. Cal. Edison          | \$14,432.50   | So Cal Edison Customer Account # 2023894264 Payment.     |
| 5/5/2020               | J&F Design               | \$3,600.00    | Emergency COVID-19 Face Masks (Qty# 600).                |
| 5/5/2020               | South Pasadena Beautiful | \$4,000.00    | South Pasadena Beautiful Project                         |
| 5/11/2020              | So. Cal. Edison          | \$13,237.99   | So Cal Edison Customer Account # 23742836 Payment.       |
| 5/12/2020              | The Advantage Group      | \$1,785.44    | March & April 2020 Health Reimbursement Account Payment. |

**Total:** **\$37,055.93**

**ATTACHMENT 5**  
**Prepaid & General Warrant Voids**

# Accounts Payable

## Void Check Proof List

User: EAlvarez  
Printed: 04/30/2020 - 5:28PM



| Account Number         | Amount                 | Invoice No | Inv Date   | Description                 | Reference | Task Label | Type | PONumber | Close PO? | Line Item |
|------------------------|------------------------|------------|------------|-----------------------------|-----------|------------|------|----------|-----------|-----------|
| Vendor: FGZH5270       | Feng Zhang             |            |            |                             |           |            |      |          |           |           |
| Check No: 0            | Check Date: 05/06/2020 |            |            |                             |           |            |      |          |           |           |
|                        | 150.00                 | 110444     | 04/27/2020 | COVID-19 Refund of Camp Med |           |            |      |          | No        | 0         |
| 101-0000-0000-5270-001 |                        |            |            |                             |           |            |      |          |           |           |
| Check Total:           | 150.00                 |            |            |                             |           |            |      |          |           |           |
| Vendor Total:          | 150.00                 |            |            |                             |           |            |      |          |           |           |
| Report Total:          | 150.00                 |            |            |                             |           |            |      |          |           |           |

# Accounts Payable

## Void Check Proof List

User: EAlvarez  
 Printed: 05/08/2020 - 9:29AM



| Account Number         | Amount      | Invoice No | Inv Date   | Description                             | Reference | Task Label | Type | PONumber | Close PO? | Line Item |
|------------------------|-------------|------------|------------|---|-----------|------------|------|----------|-----------|-----------|
| Vendor: JHMS8020       | JHM Supply  |            |            |   |           |            |      |          |           |           |
| Check No: 0            | Check Date: | 05/06/2020 |            |   |           |            |      |          |           |           |
|                        | 394.06      | 115985/1   | 03/02/2020 | Irrigation Supplies for City Parks, Mec |           |            |      | 20373    | No        | 2         |
| 101-6010-6410-8020-000 | 99.39       | 116131/1   | 03/26/2020 | Irrigation Supplies for Orange Grove M  |           |            |      | 20373    | No        | 1         |
| 215-6010-6416-8020-000 | 121.01      | 116160/1   | 03/31/2020 | Irrigation Supplies for City Landscape  |           |            |      | 20256    | No        | 1         |
| 215-6010-6416-8180-000 | 37.94       | 116065/1   | 03/11/2020 | Irrigation Supplies for City Parks, Mec |           |            |      | 20373    | No        | 2         |
| 101-6010-6410-8020-000 | 105.17      | 115995/1   | 03/02/2020 | Irrigation Supplies for City Parks, Mec |           |            |      | 20373    | No        | 2         |
| 101-6010-6410-8020-000 | 133.06      | 205901/1   | 02/26/2020 | Irrigation Supplies for City Parks, Mec |           |            |      | 20373    | No        | 2         |
| 101-6010-6410-8020-000 | -101.30     | C115412/1  | 04/13/2020 | Irrigation Supplies for City Landscape  |           |            |      | 20256    | No        | 1         |
| 215-6010-6416-8180-000 | 133.06      | 205901/1   | 02/26/2020 | Irrigation Supplies for City Parks, Mec |           |            |      | 20373    | No        | 2         |
| 101-6010-6410-8020-000 |             |            |            |   |           |            |      |          |           |           |
| Check Total:           | 922.39      |            |            |   |           |            |      |          |           |           |
| Vendor Total:          | 922.39      |            |            |   |           |            |      |          |           |           |
| Report Total:          | 922.39      |            |            |   |           |            |      |          |           |           |

# Accounts Payable

## Void Check Proof List

User: EAlvarez  
 Printed: 05/12/2020 - 10:16PM



| Account Number         | Amount                 | Invoice No | Inv Date   | Description                        | Reference | Task Label | Type | PONumber | Close PO? | Line Item |
|------------------------|------------------------|------------|------------|------------------------------------|-----------|------------|------|----------|-----------|-----------|
| Vendor: PAKH5011       |                        |            |            | Parkhouse Tire Inc.                |           |            |      |          |           |           |
| Check No: 310544       |                        |            |            | Check Date: 05/06/2020             |           |            |      |          |           |           |
|                        | 919.83                 | 4010153471 | 12/20/2019 | Emergency Heavy Duty Truck Tires U |           |            |      | 20454    | No        | 1         |
| 230-6010-6116-8100-000 |                        |            |            |                                    |           |            |      |          |           |           |
|                        | 919.83                 | 4010153471 | 04/26/2020 | Emergency Heavy Duty Truck Tire M: |           |            |      |          | No        | 0         |
| 230-6010-6116-8100-000 |                        |            |            |                                    |           |            |      |          |           |           |
| Check Total:           | <u>1,839.66</u>        |            |            |                                    |           |            |      |          |           |           |
| Vendor Total:          | <u>1,839.66</u>        |            |            |                                    |           |            |      |          |           |           |
| Report Total:          | <u><u>1,839.66</u></u> |            |            |                                    |           |            |      |          |           |           |

**Stop Payment Request - Confirmation**

**Stop Payments Submitted**

Total submitted: 1

[View Status Definitions](#)

| Account                                 | Duration | Check Range | Issue Date | Payee          | Amount   | Reason          | Status   |
|---|----------|-------------|------------|----------------|----------|-----------------|----------|
| xxxxxx.CITY OF SOUTH PASADENA OPERATING | 6 Months | 310544      |            | Parkhouse Tire | 1,839.66 | Check Cancelled | Released |

**Disclosure Information**

**Important Disclosure:** Stop payment requests submitted on the WebDirect Stop Payment Initiation screen apply ONLY to paper checks and not electronic payments. The exact check number and exact amount of the item written are required information. If any of the information you provide concerning the check is not provided or is incorrect (including your failure to give the exact amount of the item, correct to the penny), the stop payment will not be effective. This stop payment will not be effective if the Bank has already paid or committed to paying the check. If you have any questions, please refer to the WebDirect User Guide or contact Cash Management Customer Service at 800-400-2781 or your assigned representative.



# City Council Agenda Report

ITEM NO. 11

**DATE:** May 20, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Tamara Binns, Executive Assistant to the City Manager  
Christina Munoz, Management Assistant

**SUBJECT:** **Discretionary Fund Requests from Mayor Robert Joe (\$1,000) and Councilmember Michael Cacciotti (\$2,000) for a Combined \$3,000 in Support of the Festival of Balloons Fourth of July Youth Public Art Display**

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## **Recommendation**

It is recommended that the City Council approve Discretionary Fund requests by Mayor Robert Joe in the amount of \$1,000 and Councilmember Michael Cacciotti in the amount of \$2,000 for a combined \$3,000 for the Festival of Balloons Fourth of July Youth Public Art Display on Mission Street and Fair Oaks Avenue.

## **Commission Review and Recommendation**

This matter was not reviewed by a Commission.

## **Discussion/Analysis**

Due COVID-19 the current Los Angeles County Health Order does not allow for mass public gatherings so the Fourth of July Parade will not take place. In lieu of a traditional parade with bystanders watching from the street, the City of South Pasadena, Chamber of Commerce, and Festival of Balloons Committee are organizing a Youth Public Art Display on Mission and Fair Oaks. Public outreach will begin on May 18, 2020 and the theme of the public art will be “Thanks to our Hometown Hero”. The theme of home town hero’s is a way for the community to thank all the front line workers in South Pasadena from grocery to health care workers and especially the many volunteer groups helping out in the community. The display will be much like the traditional Festival of Balloons art display. This will be a way to bring families out for walks through the community to enjoy a little art work and show appreciation to those working during these uncertain times.

The Chamber of Commerce will include the “event” in their Newsflash and social media, including the hashtag #strollsouthpas as details are finalized. The Chamber will encourage businesses to decorate their windows with a Fourth of July and/or Thanks to our Home Town Hero theme, and to offer holiday “specials”, or sales (in alignment with the Los Angeles County Health Order guidelines and conditions at the time). Restaurants may put together a “take home picnic” or other clever holiday-themed meals.

Discretionary funds from Mayor Joe and Councilmember Cacciotti will be used for poster boards, lamination, street pole banners, and the purchase of balloons. City staff will put up the signs starting June 15, 2020. Balloons will be placed on July 3, 2020 and remain up through the weekend. Art work will be removed July 13, 2020.

**Background**

In September 2004, the City Council approved creation of discretionary spending budgets which allows each Councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. Discretionary funds must be used for a public purpose benefiting the City of South Pasadena (City). The Fiscal Year (FY) 2019-20 Budget includes \$20,000 of Discretionary Funds, which amounts to \$4,000 per Councilmember. On August 17, 2011, the City Council approved Resolution No. 7174, which established guidelines for discretionary budget accounts. Resolution No. 7174 states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$10,000 per Councilmember account. Said allocated funds need not be encumbered by a purchase order in order to be carried over to the following fiscal year. The following table displays the current Discretionary Fund balances and includes the request being considered in the staff report.

| City Councilmembers Discretionary Funds<br>Fiscal Year 2019/20 |             |          |            |          |           |  |
|--|-------------|----------|------------|----------|-----------|--|
|  | Cacciotti   | Joe      | Khubesrian | Mahmud   | Schneider |  |
| Prior Year Balance Carryover Maximum>                          | \$10,000    | \$10,000 | \$9,750    | \$10,000 | 10,000    |  |
| Total with Current Year Allowance(Maximum Allowed \$10,000)    | 10,000      | 10,000   | 10,000     | 10,000   | 10,000    |  |
| Date Pledged   | Description |          |            |          |           |  |
| 8/21/2019  |             |          | 5,000      |          |           |  |
| 9/18/2019  |             | 300      |            |          |           |  |
| 11/20/2019   |             |          | 1,000      |          |           |  |
| 11/20/2019   |             | 1,000    |            |          |           |  |
| 11/20/2019   |             |          |            | 1,500    |           |  |
| 12/4/2019  | 1,000       |          |            |          |           |  |
| 5/6/2020   |             |          | \$130      |          |           |  |
| 5/20/2020  |             | 2,000    | \$3,000    | 5,000    |           |  |
| 5/20/2020  | 2,000       | 1,000    |            |          |           |  |
| YTD Appropriations   | 3,000       | 4,300    | 9,130      | 6,500    | 0         |  |
| Available at 5/21/20   | \$7,000     | \$5,700  | \$870      | \$3,500  | \$10,000  |  |

**Legal Review**

The City Attorney has not reviewed this item.

Discretionary Fund Request from Mayor Joe and Councilmember Cacciotti  
May 20, 2020  
Page 3 of 3

**Fiscal Impact**

There are sufficient funds available in the FY 2019-20 City Council Discretionary Budget Account 101-1010-1011-8021.

**Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.



# City Council Agenda Report

ITEM NO. 12

**DATE:** May 20, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Tamara Binns, Executive Assistant to the City Manager  
Christina Munoz, Management Assistant

**SUBJECT:** **Discretionary Fund Requests from Mayor Robert Joe (\$2,000), Mayor Pro Tem Diana Mahmud (\$5,000) and Councilmember Marina Khubesrian (\$3,000), for a Combined Total of \$10,000 for True North Polling Survey Professional Services Agreement**

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## **Recommendation**

It is recommended that the City Council approve a Discretionary Fund requests by Mayor Joe in the amount of \$2,000, Mayor Pro Tem Mahmud in the amount of \$5,000, and Councilmember Khubesrian in the amount of \$3,000, for a combined total of \$10,000 for the True North Polling Survey Professional Services Agreement.

## **Commission Review and Recommendation**

This matter was not reviewed by a Commission.

## **Discussion/Analysis**

On May 6, 2020, the City Council authorized the City Manager to execute a Professional Services Agreement (PSA) with True North Research, Inc. (True North) to conduct a professional poll for a total not-to-exceed amount of \$24,950. Staff recommended conducting a poll to produce an unbiased, statistically reliable evaluation of voters' interest in extending the existing Utility User Tax (UUT), as well as identify how best to align the measure with community priorities for the upcoming General Municipal Election in November.

Mayor Joe, Mayor Pro Tem Mahmud, and Councilmember Khubesrian's discretionary funds will cover \$10,000 of the total \$24,950 cost of the poll, freeing those dollars to be spent on other city priorities. The professional poll includes both a web programmed survey and telephone interviews. This would expand the City's ability to gather feedback, particularly from our senior population that may not have access through the web but would be interested in providing feedback. The full report, anticipated in mid-June, will include a detailed question-by-question analysis of results, an executive summary of the key findings and conclusions/recommendations, as well as a comprehensive set of cross tabulations showing how the answers varied by subgroups of voters.

**Background**

In September 2004, the City Council approved creation of discretionary spending budgets which allow each Councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. Discretionary funds must be used for a public purpose benefiting the City of South Pasadena (City). The Fiscal Year (FY) 2019-20 Budget includes \$20,000 of Discretionary Funds, which amounts to \$4,000 per Councilmember. On August 17, 2011, the City Council approved Resolution No. 7174, which established guidelines for discretionary budget accounts. Resolution No. 7174 states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$10,000 per Councilmember account. Said allocated funds need not be encumbered by a purchase order in order to be carried over to the following fiscal year. The following table displays the current Discretionary Fund balances and includes the request being considered in the staff report.

| City Councilmembers Discretionary Funds<br>Fiscal Year 2019/20 |                                       |                |                |              |                |                 |
|--|---------------------------------------|----------------|----------------|--------------|----------------|-----------------|
|  |                                       | Cacciotti      | Joe            | Khubesrian   | Mahmud         | Schneider       |
| Prior Year Balance Carryover Maximum>                          |                                       | \$10,000       | \$10,000       | \$9,750      | \$10,000       | 10,000          |
| Total with Current Year Allowance(Maximum Allowed \$10,000)    |                                       | 10,000         | 10,000         | 10,000       | 10,000         | 10,000          |
| Date Pledged   | Description                           |                |                |              |                |                 |
| 8/21/2019  | LA Mayor's Conference                 |                |                | 5,000        |                |                 |
| 9/18/2019  | Senior Center Luncheon                |                | 300            |              |                |                 |
| 11/20/2019   | TOR in memory of Paul Abbey           |                |                | 1,000        |                |                 |
| 11/20/2019   | SoPas Beautiful Post Office Project   |                | 1,000          |              |                |                 |
| 11/20/2019   | Library Ray Bradbury Room fused glass |                |                |              | 1,500          |                 |
| 12/4/2019  | SoPas Beautiful Post Office Project   | 1,000          |                |              |                |                 |
| 5/6/2020   | Thank You SP First Responders Banner  |                |                | \$130        |                |                 |
| 5/20/2020  | PSA for professional polling          |                | 2,000          | \$3,000      | 5,000          |                 |
| 5/20/2020  | Festival of Balloons 2020             | 2,000          | 1,000          |              |                |                 |
|  | <i>YTD Appropriations</i>             | <u>3,000</u>   | <u>4,300</u>   | <u>9,130</u> | <u>6,500</u>   | <u>0</u>        |
|  | <b>Available at 5/21/20</b>           | <b>\$7,000</b> | <b>\$5,700</b> | <b>\$870</b> | <b>\$3,500</b> | <b>\$10,000</b> |

**Legal Review**

The City Attorney has not reviewed this item.

**Fiscal Impact**

There are sufficient funds available in the FY 2019-20 City Council Discretionary Budget Account 101-1010-1011-8021. The remaining \$14,950 for the contract will be charged to Budget account 101-2010-2013-8170, for a total amount of \$24,950.

Discretionary Fund Request from Mayor Joe, Mayor Pro Tem Mahmud, and Councilmember  
Khubesrian  
May 20, 2020  
Page 3 of 2

**Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.



# City Council Agenda Report

ITEM NO. 13

**DATE:** May 20, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Joe Ortiz, Police Chief  
Brian Solinsky, Deputy Chief

**SUBJECT:** **Adopt a Resolution Approving a Memorandum of Understanding between the City of South Pasadena and the Los Angeles County District Attorney, Alhambra Office, for the Implementation and Use of the Electronic Charge Evaluation Request Portal**

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## **Recommendation**

It is recommended that the City Council adopt the attached Resolution approving a Memorandum of Understanding (MOU) between the City of South Pasadena (City) and the Los Angeles County District Attorney, Alhambra Office for the implementation and use of the Electronic Charge Evaluation Request portal (eCER).

## **Discussion/Analysis**

Over the past several years, the City has invested in and continues to improve citywide business practices. As processes continue to become automated, the City needs to match those efforts by updating the way the Police Department processes reports with the Los Angeles County District Attorney's Office. Using eCER, a document management software program, will not only improve efficiency, but will allow personnel to work expeditiously with instant access to information. The eCER program promotes the use of intelligent search methods that work with limited criteria. It streamlines document distribution with automated workflow routing and notification while improving accountability. eCER minimizes lost documents, creates copies, and distributes documents by simply sending an email.

On March 30, 2020, the Los Angeles County District Attorney's Office (DA) provided the attached MOU for the implementation and use of the eCER program.

Not all cases are appropriate for eCER submission. The District Attorney and the South Pasadena PD each retain the option to determine that a particular case should be personally presented by the IO to the Filing Deputy.

**Next Steps**

1. Upon approval of the MOU, the implementation and use will begin immediately.

**Background**

For decades, the filing of criminal cases has remained consistent across the nation requiring a detective to present all the documentation in person. Both police departments and district attorneys have sought more efficient means to accomplish the same tasks while reducing the need for valuable resources.

Under the current system, a single criminal case averages 5-10 hours of clerical time and expensive printing prior to ever being presented before a judge. With the DA's new eCER electronic filing program, the use of resources will be significantly reduced saving both time and money. This program, along with other innovative software platforms such as video arraignments, are fiscally responsible solutions to improve efficiency and service while reducing court backlog.

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

There is no fiscal impact for this item as the application is part of the MOU. The use of the eCER program is free to law enforcement and will not require the purchase of any additional technology. It is anticipated agreement with this MOU will reduce approximately six (6) hours of clerical work between detectives and staff, resulting in an approximate savings of \$250-\$300 per week.

**Environmental Analysis**

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15061 (b)(3), the General Rule that CEQA only applies to projects that may have an effect on the environment.

**Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

**Attachments:**

1. Memorandum of Understanding
2. Appendix A

**ATTACHMENT 1**  
**Memorandum of Understanding (MOU)**

**OPERATIONAL AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE AND  
THE CITY OF SOUTH PASADENA**

**1. PARTIES**

This Operational Agreement (Agreement) is entered into by the **Los Angeles County District Attorney's Office, Alhambra Office** and the **City of South Pasadena**, a municipal corporation, and its Police Department, South Pasadena Police Department.

**2. PURPOSE**

The purpose of this Agreement is to set forth the terms and guidelines for the implementation and use of the Electronic Charge Evaluation Request portal (eCER).

eCER is a web application through which law enforcement agencies may submit crime reports and other supporting documentation for charge evaluation. Submission of criminal cases for charge evaluation through eCER will allow the Investigating Officer (IO) to remain in the field during the initial review process, thereby eliminating time waiting to meet with a deputy district attorney (Filing Deputy).

eCER does not eliminate the requirement that all criminal complaints must be signed by the IO, or the IO's designee.<sup>1</sup> eCER also does not alter the Superior Court filing deadlines or the procedures for filing the criminal complaint with the Superior Court. These deadlines and procedures, which are unique to each courthouse, must still be followed, and will be set forth in the appendix.

If a case submitted for charge evaluation through eCER results in the filing of a criminal complaint, the IO, or the IO's designee, must bring the required number of filing packets to the District Attorney's Office, sign the criminal complaint, and file the paperwork according to the relevant Superior Court procedures, as set forth in the appendix.

Effective communication between an IO and the Filing Deputy is essential to the efficient and proper review of all criminal cases.

Not all cases are appropriate for eCER submission. The District Attorney and the South Pasadena PD each retain the option to determine that a particular case should be personally presented by the IO to the Filing Deputy. Provisions for how each party shall be informed that an in-person charge evaluation is required shall be set forth in the appendix.

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<sup>1</sup> If the Superior Court implements an electronic filing program, the requirement for a wet signature on the criminal complaint will be reviewed.

### **3. RESPONSIBILITIES OF THE DISTRICT ATTORNEY**

- a) Filing Deputies who are reviewing cases submitted through eCER will be available to consult with the IO via telephone and email throughout the charge evaluation process.
- b) The District Attorney, as the Host Agency, will be deemed the owner of the information entered into the application by eCER users in accordance with CJIS Security Policy version 5.6, section 5.1.1.
- c) The District Attorney, as the Host Agency, shall conform to federal and state laws relating to criminal justice information.
- d) The District Attorney shall provide training to South Pasadena PD as set forth in the appendix.
- e) The District Attorney shall provide Help Desk technical assistance regarding use of the eCER Portal Monday through Friday, 8:00 a.m. to 5:00 p.m.
- f) The District Attorney, in conjunction with the Los Angeles County Internal Services Department, will provide the necessary computer infrastructure to host the eCER application which will be accessible to SOUTH PASADENA PD via an internet browser.

### **4. RESPONSIBILITIES OF THE SOUTH PASADENA PD**

- a) All IOs submitting cases for charge evaluation through eCER must be available by direct telephone line during the evaluation process.
- b) If requested, IOs must be available to meet in person with the Filing Deputy during the charge evaluation process.
- c) SOUTH PASADENA PD will be responsible for the appropriate security measures as applicable to physical security of terminals and telecommunications lines within the SOUTH PASADENA PD's Data Network.
- d) SOUTH PASADENA PD personnel will meet background screening requirements.
- e) SOUTH PASADENA PD will supply workstations equipped with internet browsers.
- f) SOUTH PASADENA PD will supply Help Desk support of the physical hardware within the SOUTH PASADENA PD's computer network.

### **5. PRIVACY AND DATA SECURITY**

- a) The term "personal information" shall have the same meaning as set forth in subdivision (g) of California Civil Code section 1798.29

- b) The District Attorney, as the Host Agency, acknowledges the privacy rights of individuals to their personal information, as defined in California Civil Code section 1798.29, that are expressed in the Information Practices Act (California Civil Code section 1798 *et seq.*) and in Article 1, Section 1 of the California Constitution.
- c) The District Attorney represents and warrants that its access, collection, use, storage, disposal, and disclosure of personal information does and will comply with all applicable federal and state privacy and data protection laws.
- d) The District Attorney shall implement administrative, physical and technical safeguards to protect personal information that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which confidential information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms of this Agreement.
- e) The District Attorney shall maintain the privacy of personal information and shall be responsible for any notifications to affected persons (after prompt consultation with City and South Pasadena PD) whose personal information is disclosed by any security breach relating to the confidential information resulting from the acts or omissions of the District Attorney or of its personnel.
- f) A “security breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the District Attorney.
- g) The District Attorney shall be responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code section 1798.29.
- h) The District Attorney is required to maintain an Information Security Program sufficient to protect personal information.

## **6. INDEMNIFICATION**

- a) The District Attorney shall defend, indemnify and hold harmless the City, its officers, employees, agents (each a City Indemnitee) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards penalties, fines, costs or expenses of whatever kind, including reasonable attorney’s fees, and the cost of enforcing any right to indemnification hereunder, arising out of or resulting from any third-party claim against any City Indemnitee arising out of or resulting from the District Attorney’s failure to comply with any of its obligations in this Agreement.

- b) The City shall defend, indemnify and hold harmless the District Attorney, its officers, employees, agents (each a District Attorney Indemnatee) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards penalties, fines, costs or expenses of whatever kind, including reasonable attorney's fees, and the cost of enforcing any right to indemnification hereunder, arising out of or resulting from any third-party claim against any District Attorney Indemnatee arising out of or resulting from the City's failure to comply with any of its obligations in this Agreement.

## **7. DURATION OF THE AGREEMENT**

This Operational Agreement shall be effective March 16, 2020. This Operational Agreement may be terminated by either party with thirty (30) days' notice by issuing a written Notice of Termination.

This Operational Agreement shall expire on March 15, 2025 unless terminated sooner, in whole or in part.

## **8. AMENDMENT OF THE AGREEMENT**

Should this Operational Agreement require modification, such changes shall be added by mutual agreement of the South Pasadena PD, the City and the District Attorney, in writing, and affixed to this Operating Agreement as the next Appendix in order.

## **9. CONTACTS**

The day-to-day contacts for each phase of the implementation of eCER shall be set forth in the appendix. Questions regarding the eCER project should be addressed to:

For Operational Issues:

District Attorney's Office  
James Garrison, Director  
Branch and Area Operations Region I  
[jgarrison@da.lacounty.gov](mailto:jgarrison@da.lacounty.gov)  
213-257-3036

South Pasadena Police Department  
Det. Michael Palmieri  
[mpalmieri@southpasadenaca.gov](mailto:mpalmieri@southpasadenaca.gov)  
626-403-7200

For Technical Issues:

District Attorney's Office  
Systems Division, Technical Lead  
Richard Dai  
[rdai@da.lacounty.gov](mailto:rdai@da.lacounty.gov)

South Pasadena Police Department  
Acorn Technology Services, IT  
951-784-3500

WE, THE UNDERSIGNED, AGREE TO THE PROVISIONS AND INTENT OF THIS OPERATIONAL AGREEMENT AND APPENDIX A.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joe Ortiz, Chief of Police  
South Pasadena Police Department

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert S. Joe, Mayor  
City of South Pasadena

Dated: \_\_\_\_\_

\_\_\_\_\_  
Teresa L. Highsmith  
Attorney for City of South Pasadena

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jackie Lacey  
District Attorney  
Los Angeles County  
District Attorney's Office

**ATTACHMENT 2**  
Appendix A of MOU

## **APPENDIX A**

### **OPERATIONAL AGREEMENT BETWEEN THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE AND THE CITY OF SOUTH PASADENA**

#### **I. SCOPE OF AGREEMENT**

Use of eCER under Appendix A shall be limited to cases originating from the South Pasadena Police Department and submitted for charge evaluation to the District Attorney's Alhambra Area Office.

Appendix A shall apply to in-custody filings, bonds, cites, and warrants.

#### **II. EFFECTIVE DATE**

Appendix A shall be effective April 15, 2020 and shall remain in effect until either party terminates the Operational Agreement or it expires, or the Appendix is superseded by another Appendix.

#### **III. AMENDMENTS**

Any modifications to this Appendix shall be made in writing and by mutual agreement of the parties.

#### **IV. TRAINING**

The District Attorney's Office will coordinate with South Pasadena staff and Investigating Officers (IO) to ensure that participants receive the necessary initial in-person training for the use of eCER. Thereafter, South Pasadena shall be responsible for training any additional personnel on the use of eCER.

#### **V. PROCEDURES**

IOs submitting any case through eCER shall be available for consultation with the Filing Deputy by telephone during the entire charge evaluation process.

Upon request of the Filing Deputy, IOs submitting cases through eCER shall be present at Alhambra Area Office during the charge evaluation process. Filing Deputies shall notify the IO via telephone that he or she shall be present for the charge evaluation process, allowing sufficient time for the IO to travel to Alhambra Area Office and complete the process within the timeframe established by the Superior Court.

The IO must be present at the time of the charge evaluation process for the following criminal offenses submitted electronically via the eCER portal, unless the Filing Deputy indicates otherwise:

- Murder and Manslaughter
- Stalking or cases related to Stalking
- Sexual Assault or cases involving the threat of Sexual Assault
- Domestic Violence or cases related to Domestic Violence<sup>1</sup>
- Child Abuse, cases involving the threat of Child Abuse, and cases related to Child Abuse<sup>2</sup>
- Child Abduction, cases involving the threat of Child Abduction, and cases related to Child Abduction
- Elder and Dependent Adult Physical Abuse, cases involving the threat of Elder Abuse, and cases related to Elder Abuse
- Any Significant Case<sup>3</sup> or case attracting significant media attention
- Cases involving 4 or more defendants
- Cases involving 4 or more distinct incidents or crime locations
- Cases involving Complex Fraud
- Cases involving Complex Gang Allegations

Although a case may be eligible for charge evaluation through eCER, an IO may choose to bring the case to the District Attorney's Office in Alhambra for an in-person charge evaluation.

If the eCER portal is down during the submission process, submission of a case for review shall be accomplished in the pre-eCER manner.

All cases submitted through eCER shall contain the following, where applicable:

#### Documents

- a. Crime Report
- b. Supplemental Reports
- c. Arrest Report
- d. Probable Cause Determination (PCD), if applicable
- e. Property Report
- f. Booking Slip
- g. CHP 180
- h. Lab Reports

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<sup>1</sup> Domestic Violence includes any felony or alternative felony/misdemeanor charge involving the threat or use of physical force in which the suspect and victim are current or former cohabitants, dating partners, or parents of a child in common, or in which the suspect and victim are relatives who normally reside in the same household.

<sup>2</sup> Child Abuse includes any felony or alternative felony/misdemeanor charge in which a child is a victim regardless of the child's relationship to the perpetrator(s).

<sup>3</sup> A Significant Case is any crime, felony or misdemeanor, of significant public interest.

- i. Written Statements by the victim, witnesses, and/or suspects
- j. Photographs of the crime scene, evidence, injuries, suspects, victims, and/or witnesses
- k. Expert Reports
- l. Criminal History, including, but not limited to CII, DMV, JAI, CCHRS and FBI, if available, for all suspects
- m. Related and/or prior Crime Reports
- n. All Priors and Predicates that are required to support the charges and/or conduct allegations
- o. All body-worn camera and other video footage depicting the crime or events associated with the crime report, as practicable, unless otherwise specifically requested by the Filing Deputy as being necessary for an assessment of whether criminal charges may be filed.

#### Required Information

- p. Name, date of birth, CII number, and gender for all suspects
- q. Name, date of birth, CII number (if available), and available contact information for all witnesses and victims, including guardian [legal representative] information if the witness or victim is a minor
- r. Agency Report Number or Citation Number
- s. Booking Number, if applicable
- t. Appearance Date
- u. Notation of the existence of any other evidence not submitted through eCER (i.e., dashboard camera or body-worn camera video, security, surveillance or other video footage, 911 calls, taped interviews or witness statements)
- v. Name, serial number, work cell phone number, and email of IO
- w. Name, serial number, work cell phone number, and email of Filing Officer, if different from IO
- x. Name and serial number of each law enforcement personnel
- y. Contact information for SDT purposes.

The IO is responsible for redacting all financial information (including, but not limited to, any personal identifying information), minors' full names, the names of victims who seek to maintain confidentiality pursuant to Penal Code section 293.5 (victims of sex crimes, hate crimes, domestic violence, and stalking), the full names and addresses of victims who might be subjected to threats or intimidation, and any other information the IO feels should be redacted. These redacted documents shall contain the word "redacted" in the file name and the IO must inform the filing deputy specifically what has been redacted. The IO must submit the original, unredacted documents via the eCER portal *as well as* the fully redacted versions of the documents at the time of filing.

eCER will notify the IO by email that the case has been reviewed and either filed, declined, or declined for further investigation.

## VI. FILING DEADLINES

All in-custody filings for the Alhambra Branch of the Superior Court submitted through eCER must be transmitted to the Alhambra Area Office by 08:00 a.m. the day the suspect is due in court.

When an in-custody case has been filed in the Alhambra Area Office, the IO or Liaison shall print and prepare the necessary filing packets, either at South Pasadena PD or using the Alhambra Area Office photocopying machines. The IO, or the IO's designee, shall sign the complaint at Alhambra Area Office prior to 09:30 a.m.

When an out-of-custody case is filed, the IO, or the IO's designee, shall bring to the Alhambra Area Office at least three (3) copies of the felony filing packet, or two (2) copies of the misdemeanor filing packet. If the filing is for a warrant, four (4) copies of the filing packet should be provided. These filing packets must be brought to the Alhambra Area Office at least five (5) days before the initial court date. For multiple defendant cases, the IO must bring an additional packet for each defendant. The IO, or the IO's designee, shall sign the complaint. The IO will be responsible for ensuring that all necessary redactions have been made in reports.

## VII. DECLINATIONS

If an in-custody case has been declined, the IO shall receive a copy of the declination form by 1:00 p.m. Because the police report is stored in the PIMS system, there is no need to bring hard copies of the reports to the Alhambra Area Office for declined cases.

If the case has been declined for further investigation, the IO shall receive a copy of the declination form and proceed accordingly. If further investigation results in the resubmission of the case, the case can be resubmitted through eCER. To ensure that a resubmitted case is filed in a timely manner, the IO shall contact the Filing Deputy to make appropriate arrangements.

## VIII. CONTINUING TECHNICAL SUPPORT AND TRAINING

After the initial training provided by the District Attorney's Office, South Pasadena PD shall be responsible for training any additional personnel on the use of eCER. A step-by-step User's Guide for all law enforcement users is available on the eCER portal itself.

South Pasadena PD shall designate a person to provide technical support to assist San Pasadena PD staff and IOs with the use of eCER. The designated technical support person shall be consulted, in the event that assistance is needed, before contacting the District Attorney's Office. Thereafter, South Pasadena PD staff and IOs are to contact the District Attorney's Office through the Help Desk.

In addition, South Pasadena PD shall be responsible for ensuring that only authorized, trained personnel are given access to eCER.

## IX. CONTACT

For purposes of Appendix A, the contacts shall be as follows:

District Attorney's Office –Alhambra Area Office  
Deputy-in-Charge  
Stephanie Pearl Mire  
[SPMire@da.lacounty.gov](mailto:SPMire@da.lacounty.gov)  
626-308-5302

District Attorney's Office –Alhambra Area Office  
Deputy District Attorney - Filing  
Thomas Gowen  
[Tgowen@da.lacounty.gov](mailto:Tgowen@da.lacounty.gov)  
626-308-5302

District Attorney's Office –Alhambra Area Office  
Deputy District Attorney - Filing  
Christina Young  
[Cyoung@da.lacounty.gov](mailto:Cyoung@da.lacounty.gov)

District Attorney's Office, Systems Division  
Help Desk  
[Helpdesk@da.lacounty.gov](mailto:Helpdesk@da.lacounty.gov)  
562-403-6562

Technical Lead  
Richard Dai  
[rdai@da.lacounty.gov](mailto:rdai@da.lacounty.gov)  
562-403-6640

South Pasadena Police Department  
Chief of Police  
Joe Ortiz  
[JOrtiz@southpasadenaca.gov](mailto:JOrtiz@southpasadenaca.gov)  
626-300-0721

South Pasadena Police Department  
Det. Michael Palmieri  
[mpalmieri@southpasadenaca.gov](mailto:mpalmieri@southpasadenaca.gov)  
626-403-7200

Police Department, Information Systems  
Acorn Technology Services, IT  
951-784-3500



# City Council Agenda Report

ITEM NO. 14

**DATE:** May 20, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Joanna Hankamer, Director of Planning and Community Development  
Margaret Lin, Manager of Long Range Planning and Economic Development

**SUBJECT:** **Adopt a Resolution to Execute and Join the San Gabriel Valley Regional Housing Trust Joint Powers Agreement to Attract and Secure Additional Funding for Supportive and Affordable Housing Projects**

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## **Recommendation**

It is recommended that the City Council adopt a Resolution to execute the San Gabriel Valley Regional Housing Trust (SGVRHT) Joint Powers Agreement (Agreement) to attract and secure additional funding for supportive and affordable housing projects.

## **Commission Review and Recommendation**

This matter was not reviewed by a commission.

## **Discussion/Analysis**

The City currently has no funding to assist in the development of affordable housing. Participation in the SGVRHT will provide the City with an opportunity to attract and leverage the necessary funding to support the development of affordable housing. One such opportunity may include the purchase and rehabilitation of additional California Department of Transportation (Caltrans) properties with City partners through the Affordable Sales Program (ASP).

In October 2019, Governor Newsom signed Senate Bill 751 (Rubio) to allow cities in the San Gabriel Valley and the County of Los Angeles to form the SGVRHT to leverage and attract additional funding for planning and construction of housing for the homeless, extremely low, very low, and low-income households. As a Joint Powers Authority (JPA), the SGVRHT will be able to receive public and private financing and funds; to authorize and issue bonds; to provide funding to local jurisdictions or developers; but would not participate in the construction or implementation of projects. The SGVRHT will actively pursue public and private donations and grant funding to fund projects and programs that are most important to the San Gabriel Valley region. The SGVRHT will be governed by a Board of Directors comprised of elected officials from the San Gabriel Valley and two experts on homelessness or housing policy. It is unclear at

this time whether or not a future City-endorsed project would receive funding through the SGVRHT since the project selection criteria has not yet been established. However, Staff recommends that the City participate in the SGVRHT in order to be eligible for more regional funding opportunities.

### **Next Steps**

1. SGVRHT to form a Technical Advisory Committee comprised of City staff from participating cities;
2. SGVRHT Board to develop project selection criteria based on regional priorities and funding requirements; and
3. SGVRHT to develop a Strategic Plan to refine its priorities, goals (including a specific number of housing units), and funding strategies (including the development of a revolving loan fund, monitoring State funding opportunities, and pursuing other potential funding sources).

### **Background**

The City is currently exploring opportunities to increase affordable housing units by partnering with non-profit housing developers to acquire Caltrans surplus housing following the elimination of the State Route 710 freeway project; and access to additional funding through the SGVRHT would increase such opportunities. In June 2018, Caltrans offered six surplus properties to the City and other Housing Related Entities (HREs) for purchase under Phase I of the ASP. In January 2019, the City issued a Professional Services Agreement with Heritage Housing Partners (HHP) to conduct a feasibility analysis of the affordable housing opportunities associated with the surplus properties. The HHP report provided an overview of the current ASP process, explored the possibilities for a double-escrow, and included an evaluation of the surplus properties. The City submitted two proposals with different non-profit partners to Caltrans to acquire and rehabilitate the six surplus units through a double-escrow or side-by-side escrow that can only be completed between approved HREs. The City is still waiting to hear back from Caltrans if the City's joint proposals are accepted.

There are approximately 65 additional properties in the City that will be made available under Phase II of the ASP in the spring of 2020. Rehabilitation of the surplus properties are estimated between \$125,000 to \$215,000 per property (total amount of funding needed is approximately \$8.1 to \$14.0 million). On January 22, 2020, the City submitted a proposal to acquire the remaining Caltrans properties as a preliminary project for consideration by the SGVRHT. Participation in the SGVRHT would help leverage the additional funds necessary to procure and rehabilitate the properties for affordable housing. The City could follow its existing process and partner with other private HREs to acquire and rehabilitate the remaining properties to increase the amount of affordable housing in the City.

The SGVRHT Agreement was developed by a working group comprised of city staff from approximately seventeen cities in the San Gabriel Valley that met bi-weekly. Before finalization, the Agreement was also circulated to city managers and city attorneys for additional comment and review. The Agreement sets forth the powers of the SGVRHT to fund and finance the

planning and construction of affordable housing and housing for the homeless. The Agreement also establishes limitations on the powers of SGVRHT. Specifically, SGVRHT cannot do the following:

- Regulate land use within the jurisdiction of any of the parties;
- Levy or advocate or incentivize the levying of an impact fee, charge, or other land use exaction as a condition of approval for the funding for a development project;
- Require inclusionary zoning requirements;
- Fund or otherwise approve an agreement for a housing project that is not supported by the party; or
- Require the parties to the Agreement to accept or provide any specific number of housing units as a prerequisite to joining or remaining a party to the Agreement.

The SGVRHT currently has \$1.35 million in available funding and can apply for up to \$5 million through the State Housing Trust Fund Program in the spring of 2020. The SGVRHT intends to use funds from the State Housing Trust Fund Program to create a revolving loan fund. Cities' Senate Bill 2 Permanent Local Housing Allocation funds could be used as a match for the State Housing Trust Fund Program.

As of May 6, 2020, the following 14 cities, of the 30 cities, in the San Gabriel Valley Council of Governments have joined the SGVRHT:

- Alhambra
- Arcadia
- Baldwin Park
- Claremont
- Covina
- Diamond Bar
- Duarte
- El Monte
- Glendora
- La Verne
- Monrovia
- Pomona
- South El Monte
- West Covina

The City can decide to leave the SGVRHT at the end of any fiscal year, with at least 6 months' notice to the SGVRHT Board of Directors. If the City decides to leave the SGVRHT while a project was currently being funded in the City, the City would be responsible for an exit fee associated with the cost of the SGVRHT's completion of the project. If the City were to leave and return to the SGVRHT, it would be responsible for additional administrative fees upon its re-entry into the SGVRHT.

### **Legal Review**

The City Attorney has reviewed this item.

### **Fiscal Impact**

In November 2018, the City, along with other cities from the San Gabriel Valley, submitted applications through Measure H to provide the funding for the SGVRHT. Unfortunately, the SGVRHT portion of the application was not awarded. In 2019, Senator Rubio allocated \$5.6 million in state funding to address housing in the San Gabriel Valley. As a result the County reconsidered the City's original request and awarded the City with \$115,000 to support the creation of the SGVRHT.

An annual administrative fee based on the admission date and population size has been established by the SGVRHT. Based on the City's population size of less than 30,000, the City would be charged \$10,000 for its membership in the SGVRHT. However, the first year's membership has been waived due to the City's Measure H contributions to the SGVRHT. The annual membership dues will be adjusted annually for inflation and used to ensure consistent operations regardless of the SGVRHT's ability to acquire additional funds.

**Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. San Gabriel Valley Regional Housing Trust Joint Powers Agreement
2. Resolution to Execute the San Gabriel Valley Regional Housing Trust Joint Powers Agreement

**ATTACHMENT 1**  
**THE SAN GABRIEL VALLEY REGIONAL**  
**HOUSING TRUST JOINT EXERCISE OF**  
**POWERS AGREEMENT**

**THE SAN GABRIEL VALLEY REGIONAL HOUSING  
TRUST JOINT EXERCISE OF POWERS AGREEMENT**

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is made this 15th day of April 2020 ("Effective Date"), by and between the City of South Pasadena ("City") and the County of Los Angeles ("County") (individual, a "party" and collectively, the "Parties").

**RECITALS**

- A. The Parties are authorized to take such actions that promote the public health, safety and welfare of residents.
- B. The Parties acknowledge that a shortage of affordable housing exists as a result of various causes.
- C. The Parties are committed to providing additional housing opportunities and reducing homelessness in a coordinated and comprehensive manner.
- D. The Parties acknowledge that an adequate supply of housing will provide social and economic benefits to residents and taxpayers of each Party.
- E. Each Party has the individual power to fund the planning and construction of affordable housing projects within its jurisdictional boundaries and to carry out all of the purposes of this Agreement.
- F. The Parties find it in their mutual interest to enter into this Agreement to provide a coordinated response to addressing shortages in workforce housing, affordable housing, and supportive housing in the San Gabriel Valley.
- G. California Government Code sections 6500 et seq. ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create a joint powers authority for the purposes cited herein, and permits such agencies to exercise jointly any power that the public agencies could exercise separately.
- H. California Government Code section 6539.6 authorizes the County of Los Angeles and any of the cities within the jurisdiction of the San Gabriel Valley Council of Governments to create a joint powers agency known as the San Gabriel Valley Regional Housing Trust ("SGVRHT"), which may do any of the following:
  - 1. fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing;
  - 2. receive public and private financing and funds; and
  - 3. authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by SGVRHT.

- I. The Parties are establishing the SGVRHT to promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of public and private funds, when available, to efficiently accelerate housing for homeless, low, very low and extremely low-income individuals and families.
- J. This Agreement shall not in any way be interpreted to limit any Party's authority over land-use decisions within their respective jurisdictions, including, but not limited to, whether any project or program supported by SGVRHT is to be implemented within such Party's jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

### **Section 1. Creation and Purpose.**

- a) Creation of SGVRHT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.6 of the Government Code, there is hereby created a public entity to be known as the "San Gabriel Valley Regional Housing Trust." SGVRHT shall be a public entity separate and apart from the Parties, and shall administer this Agreement.
- b) Purpose. This Agreement is made pursuant to the Joint Exercise of Powers Act for the purpose of creating SGVRHT as a public entity separate from the Parties to: (i) exercise common powers with respect to providing funding for the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude any Party from establishing, maintaining or providing social programs or services to its respective residents as it deems proper and necessary.

### **Section 2. Term and Termination.**

- a) Term. This Agreement shall become effective, and SGVRHT shall come into existence, on the Effective Date, which date shall be the date upon which this Agreement has been approved by four eligible members, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.
- b) Termination. This Agreement may be terminated by agreement of a majority of the Parties, but shall remain in full force and effect until all bonds or SGVRHT liabilities have been paid. Upon such liabilities being paid, the assets of SGVRHT shall be distributed to the Parties in proportion to the contributions of each Party to SGVRHT and the amounts paid by, each Party in connection with SGVRHT's activities.

### **Section 3. Powers and Duties of SGVRHT.**

- a) General Powers. SGVRHT shall have all the powers common to the Parties to

this Agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act, including without limitation all powers set forth in Government Code section 6539.6, and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the City of West Covina, a general city.

- b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, SGVRHT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:
1. to make and enter into contracts;
  2. to contract for staff assistance, including, but not limited to, contracting with other public agencies;
  3. to sue and be sued in its own name;
  4. to apply for, accept, receive and disburse grants, loans and other aids from any Federal, State or local program that is related to the purposes of this Agreement;
  5. to invest any money in the treasury pursuant to Section 6505.5 of the Joint Exercise of Powers Act that is not required for the immediate necessities of SGVRHT, as SGVRHT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
  6. to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
  7. to incur and discharge debts, liabilities, and obligations, subject to the limitations provided in this Agreement and to the extent permitted under the law;
  8. to issue and receive loans;
  9. to engage the services of private consultants to render professional, financial and technical assistance and advice in carrying out the purposes of this Agreement;
  10. to employ and compensate legal counsel, including bond counsel, determined appropriate by SGVRHT in the accomplishment of the purposes of this Agreement;
  11. to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by SGVRHT in connection with the accomplishment of the purposes of this Agreement;
  12. for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SGVRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
  13. for the purposes of renting space for SGVRHT to operate, to lease to, and

to lease from, a Party or any other person or entity lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SGVRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;

14. to solicit charitable contributions from private sources;
15. to acquire, hold, or dispose of property, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;
16. to partner with Parties on funding solicitations and other opportunities for the purposes set forth in this Agreement, including but not limited to jointly exercising powers with a Party pursuant to the Joint Exercise of Powers Act;
17. to the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws applicable to the SGVRHT; and
18. to carry out and enforce all the provisions of this Agreement in compliance with the Joint Exercise of Powers Act.

c) Limitation on Powers. This Agreement does not authorize SGVRHT do any of the following:

1. regulate land use within the jurisdiction of any of the Parties;
2. levy, or advocate or incentivize the levying of, any land use exaction such as an impact fee, charge, dedication, reservation or tax assessment, as a condition of approving the funding for or approval of, a development project;
3. require inclusionary zoning requirements;
4. fund or otherwise approve an agreement for a housing project that is not supported by the Party within whose jurisdiction the project is proposed to be located; or
5. require the Parties to this Agreement to accept or provide any specific number of housing units as a prerequisite to joining or remaining a Party to this Agreement.

#### **Section 4. Members/Affiliates.**

- a) Members. The members of SGVRHT shall be the Parties to this Agreement who have not withdrawn from SGVRHT, and such other entities that may join SGVRHT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Los Angeles and cities within the jurisdiction of the San Gabriel Valley Council of Governments may become members of SGVRHT.
- b) Affiliates. Entities that are eligible to be a party to this Agreement may join the SGVRHT as an affiliate. Entities that join as an affiliate are not eligible to have a member of their governing board serve on the Board of Directors or receive funding for a project within their jurisdiction until such time, if ever, they become of a Party of SGVRHT. An eligible entity may become an affiliate through written notice from the executive officer of the entity, but shall not be a Party to this Agreement.

## **Section 5. Board of Directors.**

- a) Selection of Directors. The membership of the Board of Directors of SGVRHT shall be governed by Government Code section 6539.6 and as it may be amended. As currently provided therein, SGVRHT shall be governed by a Board of Directors selected by the San Gabriel Valley Council of Governments Governing Board (“SGVCOG Board”) consisting of nine Directors selected as follows:
1. Seven Directors who are members of the SGVCOG Board that either represent: (i) a County of Los Angeles board of supervisor district that is located wholly or partially within the territory of the San Gabriel Valley Council of Governments, provided the County of Los Angeles is a Party to this Agreement; or (ii) a city that is a Party to this Agreement.
  2. Two Directors that are experts in homeless or housing policy.
  3. Alternates for each Director position may be established by the Board of Directors under bylaws adopted by the Board of Directors; provided that such alternates meet the requirements established in Government Code section 6539.6 and as it may be amended.
- b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of SGVRHT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.
- c) Director Terms. At its first regular meeting following the Effective Date or at such other time as it determines, the SGVCOG Board shall select the Directors for the SGVRHT Board of Directors. Each Director shall serve a term of two years. At a regular SGVCOG Board meeting preceding the end of the Directors’ terms by at least 15 days, the SGVCOG Board shall select new Directors or re-select current Directors for the new terms of office. There is no limit on the number of terms a Director may serve. In the event of a vacancy on the Board of Directors, the SGVCOG Board shall appoint a replacement within 60 days of such vacancy who shall serve out the remainder of term of the Director that he or she has replaced.
- d) Advisory Board. The Board of Directors may appoint advisory boards that may include such persons as designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory boards should it determine in its discretion to appoint such advisory boards.
- e) Compensation. Directors shall serve without compensation but may be reimbursed for any expenses actually incurred in connection with serving as a Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any SGVRHT policies or procedures governing same.
- f) Meetings of the Board of Directors.
1. Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held

and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code sections 54950 *et seq.*

2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board of Directors may fix by resolution; a copy of such resolution shall be furnished to each Party hereto. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour, unless otherwise determined by the Board of Directors. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.
3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors. Notices of all special meetings shall be provided to all Parties.
4. Quorum. A quorum is established if at least five (5) Directors are present at a meeting, except that less than a quorum may adjourn a meeting to another time and place or constitute a "committee of the whole" for purposes of hearing reports or other matters not requiring action by the Board of Directors. Unless otherwise provided in this Agreement, actions and decisions of the Board of Directors may be taken by a majority of the quorum present at any meeting.
5. Minutes. The Board of Directors shall cause minutes of all regular, adjourned regular, and special meetings to be kept and present same for approval by the Board of Directors.
6. Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each calendar year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director meetings.
7. Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

## **Section 6. Additional Officers and Employees**

### **a) Officers and Contract Staff.**

1. SGVRHT may contract for officers and staff with a Party to this Agreement, the San Gabriel Valley Council of Governments or other independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of SGVRHT's powers, upon such terms and

conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in SGVRHT's budget and are appropriated by SGVRHT therefore.

2. None of the officers, agents or staff, if any, directly contracted by SGVRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by any Party.
  3. If SGVRHT contracts with a Party to this Agreement to provide SGVRHT with administrative services through persons who are employees and/or officers of the Party, then any retirement liabilities associated with that Party's employees and/or officers shall not constitute a liability of SGVRHT or any other Party to this Agreement.
  4. All privileges and immunities from liability, exemptions from laws, ordinances and rules, and benefits that apply to officers, agents or employees of a member Party shall apply to the same extent when performing duties for SGVRHT.
- b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.6, the Board of Directors shall appoint an officer or employee of SGVRHT, the treasurer of a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for SGVRHT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for SGVRHT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of SGVRHT. The treasurer and auditor shall ensure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of SGVRHT. The treasurer and auditor of SGVRHT shall be required to file an official bond as required by Government Code section 6505.1 with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of SGVRHT.
- c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to SGVRHT who shall perform such duties as may be prescribed by the Board.

## **Section 7. Financial Provisions**

- a) Fiscal Year. The Fiscal Year of SGVRHT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of SGVRHT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.
- b) Budget.
  1. General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of the membership of the Board

of Directors.

2. Expenditures for the Approved Budget. The payment of all SGVRHT obligations is limited to the amount of appropriations allowed in SGVRHT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

c) Contributions by the Parties.

1. Administrative Cost Contributions. The Parties agree that they shall make annual contributions ("Administrative Fee") towards the budgeted administrative costs of SGVRHT in accordance with a cost allocation formula as outlined below:

| Population            | Annual Administrative Fee |
|-----------------------|---------------------------|
| Up to 30,000          | \$10,000                  |
| 30,001 – 60,000       | \$15,000                  |
| 60,001 – 100,000      | \$20,000                  |
| 100,001 – 175,000     | \$25,000                  |
| County (per district) | \$25,000                  |

Affiliate Membership

| Population        | Annual Administrative Fee |
|-------------------|---------------------------|
| Up to 30,000      | \$2,000                   |
| 30,001 – 60,000   | \$3,000                   |
| 60,001 – 100,000  | \$4,000                   |
| 100,001 – 175,000 | \$5,000                   |

The Administrative Fee and Affiliate Fee (collectively, "Fees") shall be assessed annually. After the first fiscal year, the Fees shall increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the Fees are assessed. Payment of the Fees shall be due within 30 days of receipt of an invoice from the SGVRHT. The invoice shall indicate how the Fees were calculated. A Party's contribution to SGVRHT's administrative costs shall be in the form of money, unless the Board of Directors approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions may be used to offset in whole or part a Party's contribution as determined in the sole and absolute discretion of the Board of Directors. If a Party has received funding through the County Measure H Program and allocates that funding to support the start-up and operations of the SGVRHT, the funding will be credited towards the Party's first year Administrative Fee only. Notwithstanding the above, after the first fiscal year the Board of Directors may establish Fees in an amount the Board of Directors deems financially prudent; provided it shall roughly be proportional as to each Party in the amounts reflected in the table above.

2. Program Cost Contributions. In addition to a Party's annual Administrative Fee set forth above, the level of, and mechanism for involvement by

SGVRHT or a Party to any particular programs and program budget, funded, sponsored or operated by SGVRHT, shall be determined and approved by the Board of Directors.

d) Accounts and Reports.

1. Books and Records. There shall be strict accountability of all SGVRHT funds and accounts and report of all SGVRHT receipts and disbursements. Without limiting the generality of the foregoing, SGVRHT shall establish and maintain such funds and accounts as may be required by good government accounting practice. The books and records of SGVRHT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.
2. Annual Audit. The person appointed by the Board of Directors to perform the auditor function for SGVRHT shall cause an annual independent audit of the accounts and records of SGVRHT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.
3. Annual Financial Report. Pursuant to section 6539.6 of the Government Code, SGVRHT shall publish an Annual Financial Report that shall describe the funds received by SGVRHT and the use of such funds by SGVRHT. The Annual Financial Report shall describe how the funds received by SGVRHT have furthered the purpose of SGVRHT.

- e) Funds. Subject to the applicable provisions of any instrument or agreement which SGVRHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse SGVRHT funds, the person appointed by the Board of Directors to perform the treasurer function for SGVRHT shall receive, have the custody of and disburse SGVRHT funds in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

**Section 8. Amendments.**

Unless otherwise specifically provided herein, this Agreement may not be amended or modified except by writing and with approval of two-thirds of the governing bodies of all the Parties and no other amendment or modification shall be of any force and effect unless approved in accordance with this Agreement.

**Section 9. Non-Liability for Obligations of SGVRHT.**

The debts, liabilities and obligations of SGVRHT shall not be considered the debts, liabilities or obligations of any Party or its respective officers, agents, employees, representatives or volunteers.

- a) Indemnification. The SGVRHT shall defend, indemnify and hold harmless each Party, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party

which arises out of or in connection with SGVRHT's administration of this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of SGVRHT. The SGVRHT's duty to defend and indemnify under this Section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part. The SGVRHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event the SGVRHT's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the SGVRHT (hereinafter "Unfunded Liability"), a Party or Parties may meet and confer with SGVRHT in good faith to negotiate alternative means or mechanisms by which SGVRHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive SGVRHT's obligations of indemnity or defense to each Party as first set forth above in this Section. Nothing herein shall obligate any Party to indemnify or hold harmless SGVRHT for any Unfunded Liability.

- b) Assignment. Each Party shall assign to the SGVRHT its rights, title, and interest to recover damages from any third party for Claims arising out of this Agreement, to the extent that the SGVRHT has met its obligations to defend and indemnify such Party pursuant to this Section.
- c) Survival. SGVRHT's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any Party from this Agreement, including as to the withdrawing Party, or termination of this Agreement for any reason with respect to any Claims that occurred before the date of such withdrawal or termination.

#### **Section 10. Admission and Withdrawal of Parties.**

- a) Admission of New Parties. It is recognized that additional eligible entities other than the Parties, may wish to join SGVRHT after the Effective Date. Such eligible entities may become a Party to this Agreement upon such terms and conditions as are established by this Agreement and the Board of Directors. As a condition precedent to becoming a Party more than six months after the Effective Date, an eligible entity may thereafter become a Party to this Agreement; provided that (1) this Agreement is adopted by its governing body and (2) the eligible entity pays, a late joining fee. The late joining fee shall be calculated by totaling the annual affiliate fee the eligible entity would have paid under this Agreement had it been an affiliate in all years prior to becoming a Party, minus any affiliate fees it actually paid during those years. Notwithstanding the foregoing, an eligible entity's late joining fee shall not exceed two times the amount of the applicable annual administrative fee existing at the time it becomes a Party. Payment shall be due within 30 days of receipt of an invoice from SGVRHT.
- b) Withdrawal from SGVRHT. A Party may withdraw from SGVRHT upon its governing board's adoption of a resolution stating its intent withdraw from

SGVRHT. The withdrawal of any Party, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

1. The withdrawal shall be effective at the end of the SGVRHT fiscal year which is at least six months after the receipt by SGVRHT of a written notice of the Party's intent to withdraw, accompanied by a copy of the governing board resolution stating its intent to withdraw; and
2. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of the withdrawing Party's rights and claims relating to distribution of property and funds upon termination of SGVRHT as set forth in Section 2 above. Withdrawn members shall not be entitled to any reimbursement of Administrative Fees.

### **Section 11. Notices.**

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed at the addresses set forth in the attached Exhibit "A", or to such other address as may be designated to SGVRHT for formal notice:

- a. City of South Pasadena  
Attn: City Manager  
1414 Mission Street  
South Pasadena, CA 91030

### **Section 12. Miscellaneous.**

- a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.
- b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.
- c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.
- d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Parties intended to enter into in the first instance.
- e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers, as follows:

Party: City of South Pasadena

By: \_\_\_\_\_  
Robert S. Joe, Mayor

Attest: \_\_\_\_\_  
Evelyn G. Zneimer Clerk

Party: County of Los Angeles

By: \_\_\_\_\_  
Supervisor

Attest: \_\_\_\_\_  
Clerk

**ATTACHMENT 2**  
**RESOLUTION**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
TO EXECUTE AND JOIN THE SAN GABRIEL VALLEY  
REGIONAL HOUSING TRUST JOINT POWERS AGREEMENT**

**WHEREAS**, the San Gabriel Valley Regional Housing Trust (SGVRHT) is a Joint Powers Authority that any city and the Los Angeles County Supervisorial Districts within the San Gabriel Valley can join by executing the Joint Powers Agreement (Agreement); and

**WHEREAS**, the Agreement sets forth the powers authorized to the SGVRHT in support of its purpose of funding and financing the planning and construction of affordable housing and housing for the homeless; and

**WHEREAS**, SGVRHT will be responsible for preparing an annual audit and annual financial report to describe the funds received by the SGVRHT, the use of said funds, and how they have furthered the purpose of the SGVRHT; and

**WHEREAS**, participation in the SGVRHT will assist the City in leveraging the necessary funding assist in the development of affordable housing; and

**WHEREAS**, the City Council now wishes to join the SGVRHT by executing the SGVRHT Agreement.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** The City Council hereby executes the SGVRHT JPA.

**SECTION 2.** The City Manager is authorized to execute the SGVRHT JPA, and any amendments thereto, on behalf of the City as required by the SGVRHT.

**SECTION 3.** The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

**PASSED, APPROVED AND ADOPTED ON** this 20<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Robert S. Joe, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 20<sup>th</sup> day of May, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)



# City Council Agenda Report

ITEM NO. 15

**DATE:** May 20, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Lucy Demirjian, Assistant to the City Manager  
Marisol Romero, Management Analyst

**SUBJECT:** **Adopt a Resolution to Approve Participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program**

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## **Recommendation Action**

It is recommended that the City Council adopt a Resolution to approve participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program by authorizing the Mayor, or his/her designee to sign a Cooperation Agreement with the Los Angeles County Development Authority (LACDA).

## **Commission Review and Recommendation**

This matter was not reviewed by a Commission.

## **Discussion/Analysis**

Approval of the Resolution will allow the City of South Pasadena to continue its participation in Los Angeles' Urban County CDBG program and thereby receive its annual CDBG formula grant. An Urban County is comprised of its unincorporated areas and small cities (less than 50,000 in population) choosing to participate in the CDBG program. Without participation in the Urban County program, the City of South Pasadena could not receive the formula CDBG grant from the Department of Housing and Urban Development (HUD). Instead, the City would have to compete for non-entitlement CDBG funds administered by the State of California through a peer or project review process.

Every three (3) years, the County must seek a requalification from HUD to maintain its Urban County status. If approved, the current qualification would be established from July 1, 2021 through June 30, 2024. Once designated, an Urban County receives the CDBG funding annually and distributes the funds among the member jurisdictions. Additionally, the Urban County must monitor and oversee the implementation of all participating communities' programs, offer technical assistance and maintain a direct relationship with HUD.

### **Background**

The LACDA is the lead entity of the CDBG Urban County partnership. There are two types of CDBG programs; *entitlement* and *non-entitlement*. Metropolitan cities that have a population of at least 50,000 as well as Urban Counties are entitled to receive annual grants directly from HUD under the *entitlement* program. The *non-entitlement* program is administered by the California Department of Housing and Community Development (HCD) and it is where a city may apply for funding under a competitive application process. The LACDA administers the CDBG funding and oversees over 45 *non-entitlement* communities throughout Los Angeles County, of which the City of South Pasadena has been a participating city for over 10 years. During this time, the CDBG allocation to South Pasadena has ranged between \$100,000 and \$150,000. The City has used its CDBG funds for a variety of purposes, including but not limited to:

- 1) Energy efficiency projects
- 2) Senior nutrition program
- 3) Sidewalk replacement projects
- 4) Residential rehabilitation
- 5) Wheelchair access ramps

Funding must benefit low- and moderate-income persons. Up to fifteen percent (15%) of the funds may support community services and the remaining funds may be used for other eligible activities that include infrastructure improvements, rehabilitation of buildings and economic development.

### **Legal Review**

The City Attorney has reviewed this item.

### **Fiscal Impact**

The annual CDBG funding resource is a continuous grant award that helps the City to augment important services and community improvements. Without participation in the Urban County, the City would lose out on this annual federal grant. In the upcoming FY2020, the grant award is \$124,991.

### **Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports of the City's website.

### **Attachments:**

1. Resolution: A Resolution of the City Council of the City of South Pasadena Approving Participation in the Los Angeles Urban County Community Development Block Grant Program by Authorizing the Mayor, or his/her designee, to sign a Cooperation Agreement with the County of Los Angeles.
2. County of Los Angeles Community Development Block Grant Program Home Investment Partnerships Programs Participating City Cooperation Agreement.

ATTACHMENT 1  
Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BY AUTHORIZING THE MAYOR, OR HIS/HER DESIGNEE, TO SIGN A COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES**

**WHEREAS**, the City of South Pasadena desires to participate in the Los Angeles Urban County Community Development Block Grant (CDBG) Program for the qualification period beginning July 1, 2021; and

**WHEREAS**, the city authorizes the execution of a Cooperation Agreement with the County of Los Angeles in order to receive said CDBG funds;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AS FOLLOWS:**

SECTION 1. The City Council adopts and approves the County of Los Angeles Participating City Cooperation Agreement between the City of South Pasadena and the County of Los Angeles for the time period of July 1, 2021 through June 30, 2024 and self-renewing thereafter.

SECTION 2. The City Council authorizes the Mayor, or his/her designee, to execute any and all documents necessary for participation in the Los Angeles Urban County CDBG Program on behalf of the City of South Pasadena.

**PASSED, APPROVED, AND ADOPTED** this 20<sup>th</sup> day of May 2020.

\_\_\_\_\_  
Robert S. Joe, Mayor

**ATTEST:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk

I, Evelyn G. Zneimer, City Clerk of the City of South Pasadena, do hereby certify that the foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of South Pasadena held on the 20<sup>th</sup> day of May, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk

ATTACHMENT 2  
Cooperation Agreement

**COUNTY OF LOS ANGELES  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
HOME INVESTMENT PARTNERSHIPS PROGRAMS**

**PARTICIPATING CITY  
COOPERATION AGREEMENT**

This Agreement is being entered into on this \_\_\_\_ day of \_\_\_\_\_, to be effective on the 1<sup>st</sup> day of July 2021, by and between the City of South Pasadena, hereinafter referred to as "City," and the County of Los Angeles, by and through the Executive Director of the Los Angeles County Development Authority, hereinafter referred to as "County" and shall remain in effect for the three-year qualification period through the 30<sup>th</sup> day of June 2024. After this date, this Agreement provides for automatic renewal of participation in successive three-year qualification periods, unless the County, or the City provides written notice it elects not to participate in a new qualification period.

**WITNESSETH THAT:**

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the "Act;" and

WHEREAS, County and City desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (NAHA), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grant (ESG) Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD," that the County be designated as an "Urban County;"

WHEREAS, the City desires to participate with the County in said program;

WHEREAS, as the Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under State and local law, and this Agreement provides full legal authority for the County, by and through its agents and instrumentalities including the Los Angeles County Development Authority, herein referred as "County," to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, by executing this Agreement, the parties hereby give notice of the intention to participate in the Urban County CDBG Program.

NOW, THEREFORE, the parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act specified for the City in the County's Consolidated Plan which will be funded from annual CDBG and applicable HOME Programs from Federal annual appropriations and from any program income generated from the expenditure of such funds. County shall have final authority and responsibility for selecting projects and annually filing its Final Housing and Community Development Plan with HUD.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then current fiscal year. The County will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Entitlement Program, the HOME Program and the ESG Program.
3. In executing this Agreement, the City understands that it shall not be eligible to apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which the City is participating in the Urban County CDBG entitlement program; and further, the City shall not be eligible to participate in the HOME and ESG programs except through the Urban County.
4. The City may participate in a HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
5. The term of this Agreement shall commence on **July 1, 2021**, the beginning date of the first year of the new Urban County Qualification Period, which will end on **June 30, 2024**. After this three (3) year Qualification Period ends, this Agreement will automatically renew for another period of three (3) years, unless the City provides written notice at least 60 days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Towards the end of the three-year term, the County will notify the City in writing of its right not to participate in the Urban County for a successive three-year term.

The parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD, prior to the subsequent three-year extension of the term. Any amendment to this Agreement shall be submitted to

HUD as required by the regulations and any failure to adopt required amendments will void the automatic renewal of the Agreement for the subsequent three-year term.

6. This Agreement shall be effective for the period of time required for the expenditure of all CDBG and/or applicable HOME funds allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The County and City agree that they cannot terminate or withdraw from this Agreement while it remains in effect.

The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The City and the County in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the Urban County's certification under Section 104 (b) of Title I of the Act, as amended, regarding Title VI of the Civil Rights Act of 1964; the Fair Housing Act and affirmatively furthering fair housing as cited in 24 CFR 91.225(a); Section 109 of Title I of the Act, which incorporates Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975, and all other applicable laws and regulations.

Urban County funding is prohibited for activities in, or in support of, any City that does not affirmatively further fair housing within its local jurisdiction or that impedes the County's action to comply with the Fair Housing Certification.

7. The City and County agree that CDBG and HOME funding is prohibited for any activities in or in support of any cooperating City that do not affirmatively further fair housing within its own jurisdiction or that impede the County's action to comply with its fair housing certification.
8. Pursuant to 24 CFR 570.501 (b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.
9. The City shall report to the County of any income generated by the use of CDBG or HOME funds received by the City. Any such program income must be remitted to the County within 30 days of receipt if applicable. Such program income may be used for eligible activities in accordance with all CDBG and HOME requirements as may then apply.
10. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.
11. The City may not sell, trade or otherwise transfer all or any portion of CDBG funds at another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in

exchange for any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under title I of the Housing and Community Act of 1974.

12. In the event of grant close-out or termination of this Agreement, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout.
13. All program income generated from the disposition or transfer of real property acquired or improved by the City, using CDBG and/or HOME funds or program income, during the term of this Agreement, shall be subject to all the terms and conditions of this Agreement, particularly Sections 6 through 11.
14. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME funds or program income in excess of \$25,000, shall be subject to the following standards:
  - a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.
  - b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME regulations, the City shall reimburse to the County an amount equal to the pro-rata share of the current fair market value of the property or proceeds from the sales. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.
15. The City shall make available for inspection and audit to County's and HUD's representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years, thereafter, all of its books and records relating to CDBG and HOME program activities and income.
16. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if a City elects to leave the Los Angeles County Grant Program, and is not eligible to become an entitlement City, the City will be unable to request that its allocation or any remaining balance be transferred to the City. Any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.
17. The City has adopted and is enforcing:
  - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of

such non-violent civil rights demonstrations within its jurisdiction.

18. The City shall provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing an ongoing drug-free awareness program to inform employees about:
    - i The dangers of drug abuse in the workplace;
    - ii The City's policy of maintaining a drug-free workplace;
    - iii Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph "a" of this Section 18.
  - d. Notifying the employee in the statement required by paragraph "a" of this Section 18 that, as a condition of employment funded by the CDBG and/or HOME grant, the employee will:
    - i Abide by the terms of the statement; and
    - ii Notify the City in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
  - e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 18 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG or HOME grant which funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.
  - f. Taking one (1) of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d(ii) of this Section 18, with respect to any employee who is so convicted:
    - i Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the

Rehabilitation Act of 1973, as amended; or

- ii Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, State, local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f, of this Section 18.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the Los Angeles County Development Authority, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

**County Counsel Certification**

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under State and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By: \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_ Date

COUNTY OF LOS ANGELES

CITY OF SOUTH PASADENA

By \_\_\_\_\_  
EMILIO SALAS  
Acting Executive Director  
Los Angeles County Development Authority

By \_\_\_\_\_  
MAYOR OR DESIGNEE

ATTEST:

City Clerk

By \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
City Attorney



# City Council Agenda Report

ITEM NO. 16

**DATE:** May 20, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Joanna Hankamer, Director of Planning and Community Development  
Margaret Lin, Manager of Long Range Planning and Economic Development

**SUBJECT:** **Adoption of a Resolution Supporting and Authorize Staff to File an Application for the Local Early Action Planning Grant Program for the Preparation and Adoption of the 2021 Housing Element Update**

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## **Recommendation**

It is recommended that the City Council adopt a resolution supporting and authorizing the Staff to file an application for the Local Early Action Planning (LEAP) Grant Program for the preparation and adoption of the 2021 Housing Element Update.

## **Discussion/Analysis**

On January 27, 2020, the California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability for the LEAP Grant Program for approximately \$119,040,000. The purpose of the LEAP grant is to accelerate housing production and facilitate compliance to implement the 6<sup>th</sup> RHNA Cycle. LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, implementation of process improvements that accelerate housing production, and facilitation of compliance in implementing the 6<sup>th</sup> Cycle of the Regional Housing Need Assessment (RHNA). Preparation and adoption of the 2021 Housing Element Update is an eligible activity. The City of South Pasadena's population falls within the jurisdiction size of 20,000 to 59,999 and is eligible for a maximum of \$150,000. Grants are noncompetitive and funds will be made available to eligible applicants on a reimbursement basis.

The increasingly difficult requirements established in the 6<sup>th</sup> RHNA Cycle has resulted in a significantly higher cost for the 2021 Housing Element Update. On March 4, 2020, the City Council authorized a Professional Services Agreement with PlaceWorks to complete the 2021 Housing Element Update for a total not-to-exceed amount of \$267,598 with an understanding that Staff would submit an application for the LEAP grant for \$150,000. In addition, the City Council authorized a Contract Amendment with PlaceWorks for a total not-to-exceed amount of \$235,312 and Psomas for a total not-to-exceed amount of \$229,259 to extend the General Plan Update/Environmental Impact Report and incorporated the Housing Element Update in the final documents. The total funding shortfall for the General Plan Update and Housing Element Update of \$222,974 would be funded by reallocating funds from the Slater Case Designated Reserves

## Resolution for Local Early Action Planning Grant Program

May 20, 2020

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Account. Additional funds may be available through the State's Regional Early Action Planning (REAP) Program. The Southern California Association of Governments has been allocated \$47 million in REAP funds to accelerate housing production and facilitate compliance in implementing the 6<sup>th</sup> Cycle of RHNA. The San Gabriel Valley Council of Governments (SGVCOG) would be eligible for approximately \$1.5 million based on its share of the RHNA allocation. Staff will continue to monitor funding availability and work with the SGVCOG as funds become available.

### **Next Steps**

1. July 1, 2020 - LEAP Grant applications due
2. September 1, 2020 - Award of applications (within 60-days of submitting the application)
3. October 12, 2021 - Final 2021 Housing Element Update due to HCD
4. December 31, 2023 - Expenditure deadline

### **Background**

Every eight years, HCD develops a new set of housing production goals, or RHNA. Each Metropolitan Planning Organization (MPO) is then tasked with developing a methodology to allocate the RHNA to local jurisdictions. Local jurisdictions are required to plan for their RHNA allocation. In 2019, the Southern California Association of Governments (SCAG), as the City's local MPO, was tasked with allocating a total of 1.3 million housing units for the 6<sup>th</sup> RHNA cycle (2021-2029). The SCAG RHNA allocation methodology was developed based on household growth, job accessibility, transit accessibility, and a social equity adjustment. The draft RHNA allocation for the City of South Pasadena included a total of 2,061 housing units. The proposed final RHNA allocations will be made available in August 2020 and adopted by October 2020.

On March 4, 2020, the City Council authorized the City Manager to execute a Professional Services Agreement with PlaceWorks in the amount of \$267,598 to update the City's 2021 Housing Element. In addition, the City Council authorized an amendment to the existing contract with Psomas to incorporate the Housing Element environmental analysis into the General Plan Update environmental document for a total not-to-exceed amount of \$229,259; to ensure internal consistency and cost savings.

### **Legal Review**

The City Attorney has reviewed this item.

### **Fiscal Impact**

The City can receive up to \$150,000 in non-competitive grant funding for the 2021 Housing Element Update. There is no local match requirement for the LEAP Grant Program.

### **Environmental Analysis**

This item is exempt from any California Environmental Quality Act (CEQA).

### **Public Notification of Agenda Item**

Resolution for Local Early Action Planning Grant Program

May 20, 2020

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The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: LEAP Grant Resolution

**ATTACHMENT 1**  
**LEAP GRANT APPLICATION RESOLUTION**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
SUPPORTING AND AUTHORIZING APPLICATION FOR, AND  
RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT  
GRANT PROGRAM FUNDS**

**WHEREAS**, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

**WHEREAS**, the City Council of the City of South Pasadena desires to submit a project application for the PGP program to accelerate the production of housing and will LEAP grant application package (“Application”), on the forms provided by the Department, for approval of grand funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

**WHEREAS**, the Department has issued a NOFA and Application on January 27, 2020, in the amount of \$119,040,000 for assistance to all California Jurisdictions.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package.

**SECTION 2.** In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of South Pasadena is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$150,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant’s obligations related thereto, and all amendments thereto; and The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 PGP Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard

Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

**SECTION 3.** The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

**SECTION 5.** The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

**PASSED, APPROVED AND ADOPTED ON** this 20<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Robert S. Joe, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 20<sup>th</sup> day of May, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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Evelyn G. Zneimer, City Clerk  
(seal)



# City Council Agenda Report

ITEM NO. 17

**DATE:** May 20, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Lucy Demirjian, Assistant to the City Manager

**SUBJECT:** **Approval of First Contract Amendment with Pasadena Humane Society and SPCA for Animal Control Services Extending the Contract Term until June 30, 2021 and Increasing the Total Compensation to \$171,570**

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## Recommendation Action

It is recommended that the City Council approve the first contract amendment with the Pasadena Humane Society & SPCA (PHS) to extend the contract term for one year until June 30, 2021 and increase the total compensation by \$43,678 to \$171,570.

## Discussion/Analysis

This extension and increase in contract rate represents a temporary compromise on rates after PHS proposed significant rate increases for all of its member cities. In the final quarter of 2019 PHS informed all of the cities contracting for services that rates would increase beginning on July 1, 2020 in order to offset operational costs. In total PHS proposed to increase their contract services for all cities from \$1,656,971 to \$3,088,384, almost doubling their income from local cities. Proposed rate increases to each city differed based on actual costs and prior contract term, with some going as high as a 300% increase. PHS proposed to increase rates to South Pasadena by roughly \$80,000 or more than 60% over the current contract rate. The temporary compromise rate is closer to a 30% increase for just one year.

In response to the significant contract increases proposed by PHS, a coalition of San Gabriel Valley (SGV) Cities, including South Pasadena, sought to better understand the reasons behind the large increases and negotiate a more manageable rate. None of the cities could reasonably accommodate such large increases in light of other financial challenges. After meeting with PHS individually and collectively on a number of occasions without resolution, the coalition began to explore alternatives to PHS services. However, within the short time frame available before most PHS contracts expire, few options were available. Instead, the coalition proposed a one-year bridge rate to provide limited increases to PHS but keep costs more manageable for cities.

One of the options explored by many of these cities was to receive quotes from Los Angeles County (County) for similar services. Rates came in higher than current PHS rates but lower

than the increased rates initially proposed by PHS. These estimates helped frame the bridge rates proposed by the cities and ultimately agreed to by PHS for the short term.

A one year contract with PHS for each SGV city was proposed, with the understanding that negotiations with PHS would continue for a long-term contract during the term of the one year extension. During that time the cities will also continue to explore options including a change in service provider from PHS to the County, the formation of a joint power authority (JPA) with local cities seeking animal control services, or providing animal control services directly.

### **Background**

Penal Code Section 597(f) sets forth all laws pertaining to animal control and care, including duties to impound and care for abandoned animals. The City of South Pasadena is in its fifth year of a contract with the PHS for animal shelter and animal control services, set to expire on June 30, 2020. Services include pick up and impound of all animals (sick or injured), owner relinquished animals for placement or euthanasia, deceased animals, and wildlife, in accordance with State law. PHS also handles dog licensing (required by the State of California for all dogs age 4 months and older), affordable spay/neuter services, vaccination clinics, and microchipping.

PHS provides annual reports to the City detailing animal control activity and fees received. In 2019, PHS recorded over 952 contacts in South Pasadena resulting in 633 impounded animals (482 live) including rodents, reptiles, rabbits, birds, cats, dogs and other mammals. Over 200 of these animals were adopted or released into the wild. PHS also reported \$24,000 in fees, including licensing and penalties, which were either paid directly to the city or applied to the monthly contract dues.

In 2017, PHS hired an accounting firm to look into their finances, detailing the actual cost of services to the cities with contracts, including basic cost of living and operations adjustments. According to PHS, the one-year bridge contract will not actually cover the cost of services and future contracts will continue to increase.

The proposed one year amendment amount is approximately \$43,000 increase over the current contract. Staff negotiated the one-year extension with the understanding that it would explore all animal control service options during the term of the extension.

### **Next Steps**

The preferred option is a long-term contract with PHS, however, based upon the current and future anticipated cost increases, other alternatives need to be considered. Staff is working with the SGV Cities and Los Angeles County to explore the possibility of a potential facility in Altadena. The new facility, which is identified in the County's facilities master plan, would be accelerated if the SGV Cities were on board with a long-term contract. The SGV Cities will also consider establishing a JPA.

**Fiscal Impact**

If the amendment is approved there will be an increase of approximately \$43,000 in the General Fund budget for Fiscal Year 2020-21.

**Alternatives**

There are no available alternatives in the short term. Animal control services are required by law and no other agencies are available to provide services to the city in the short term without a significant drop in service levels. The City does not have the ability to bring these services in house without adding new positions, which is not viable considering the City's financial forecast, and was also not possible within the short time frame. Further, it is not likely that an in-house operation would be less expensive than contracting with an agency serving multiple cities. Along with the other PHS contract cities, staff will continue to further negotiate with the Pasadena Humane Society, the County of Los Angeles, or another entity to provide more affordable animal control services after the term of this one year extension.

**Legal Review**

The City Attorney has reviewed this item.

**Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

**Attachments:**

1. Pasadena Humane Society Contract
2. First Amendment to PHS Contract

**ATTACHMENT 1**  
Pasadena Humane Society Contract

**PROFESSIONAL SERVICES AGREEMENT FOR  
ANIMAL SHELTER AND ANIMAL CONTROL SERVICES**  
(City of South Pasadena/Pasadena Humane Society & SPCA)

THIS AGREEMENT ("Agreement") is made and entered into as of this 1<sup>st</sup> day of July, 2015 ("Effective Date"), by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City"), and the PASADENA HUMANE SOCIETY & SPCA, a nonprofit corporation ("Society").

**WITNESSETH**

**WHEREAS**, Society is currently providing animal shelter and animal control services, in collaboration with City's Police Department, for City; and

**WHEREAS**, Society represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

**WHEREAS**, City desires to maintain the services provided by Society and use the services, supplies, equipment, and facilities of Society in the enforcement and performance of the powers and duties of the South Pasadena Municipal Code (SPMC) services; and

**WHEREAS**, Society is willing to provide such services, supplies, materials, and use of its equipment and facilities in the enforcement and performance of said powers and duties and to provide animal shelter and animal control services herein stated; and

**WHEREAS**, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, City and Society do hereby agree as follows:

**1.0 SERVICES PROVIDED BY SOCIETY**

**1.1 SCOPE OF SERVICES.** Society shall perform the professional services identified in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

**1.2 PROFESSIONAL PRACTICES.** All professional services to be provided by Society pursuant to this Agreement shall be provided by personnel experienced in

their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by service providers in similar fields and circumstances in accordance with sound professional practices. Society also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Society's performance of this Agreement.

1.3 **WARRANTY.** Society warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; animal control and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Society shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorney's fees and costs, presented, brought, or recovered against City for, or on account of, any liability under any of the above-mentioned laws, which may be incurred by reason of Society's performance under this Agreement.

1.4 **NON-DISCRIMINATION.** In performing this Agreement, Society shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 **NON-EXCLUSIVE AGREEMENT.** Society acknowledges that City may enter into agreements with other providers for services similar to the services that are subject to this Agreement, or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6 **DELEGATION AND ASSIGNMENT.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Society may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Society's sole cost and expense.

## **2.0 COMPENSATION AND BILLING**

2.1 **COMPENSATION.** 15. In consideration for all services provided to City under this Agreement, City shall pay Society \$10,124.50 each month beginning July 1, 2015, for fiscal years 2015-2016, 2016-2017 with a Consumer Price Index (Los Angeles-Riverside-Orange County, CA) escalator not to exceed 3% for the remaining years, 2017-2018, 2018-2019, and 2019-2020. Society will credit the city 50% of all dog-licensing revenues over \$15,000.00. The city will also be credited 50% of any animal impounds fees that Society may collect.

2.2 **ADDITIONAL SERVICES.** Society shall retain the proceeds for any additional fees for service.

2.3 **METHOD OF BILLING.** Society may submit invoices to City for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Society's services which have been completed to City's sole satisfaction, less the City's share of licensing fees. City shall pay Society's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4 **RECORDS AND AUDITS.** Records of Society's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of three (5) years from the Effective Date.

### **3.0 TIME OF PERFORMANCE**

3.1 **COMMENCEMENT AND COMPLETION OF WORK.** The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2 **EXCUSABLE DELAYS.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0 TERM AND TERMINATION**

4.1 **TERM.** The services provided pursuant to this Agreement shall be begin on the Effective Date and continue for a period of five years, ending June 30, 2020, ("Termination Date"), unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2 **APPOINTMENT.** Under SPMC Section 5.45, City appoints Society as the Poundmaster of City for the period beginning on the Effective Date and ending on the Termination Date, and hereby authorizes, directs, and empowers Society to perform during the term of this Agreement all the powers and duties conferred and imposed upon the Poundmaster by the SPMC, applicable City policies and regulations, City Police Department policies and regulations, and state laws and regulations, as they may be amended from time to time.

4.3 ACCEPTING OF APPOINTMENT. Society shall during the term of this Agreement perform all the powers and duties conferred and imposed upon the Poundmaster, in compliance with all applicable City policies and regulations, City Police Department policies and regulations, and state laws and regulations, as they may be amended from time to time. This includes, but is not limited to, compliance with City and Police Department policies on ethics and professionalism; treatment of the public, the prohibition and discrimination and harassment, and proper use of authority, uniforms, and the police power.

4.4 NOTICE OF TERMINATION. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing 120 days written notice to Society. In the event of such termination, Society shall immediately stop rendering services under this Agreement unless directed otherwise by City.

4.5 COMPENSATION. In the event of termination by City, City shall pay Society for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written Notice of Termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, and to other documents pertaining to the services contemplated herein whether delivered to City or in the possession of Society.

4.6 DOCUMENTS. In the event of termination of this Agreement, all documents prepared by Society in its performance of this Agreement including, but not limited to, medical records, data studies, and reports, shall be delivered to City within ten (10) days of delivery of termination notice to Society, at no cost to City. Any use of uncompleted documents without specific written authorization from Society shall be at City's sole risk and without liability or legal expense to Society.

## 5.0 INSURANCE

5.1 MINIMUM SCOPE AND LIMITS OF INSURANCE. Society shall, at its own cost and expense, promptly secure during the life of this Agreement the following insurance:

- (a) Comprehensive general liability insurance, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate.

- (b) Comprehensive automobile liability insurance for any owned, non-owned and hired vehicles used in the connection with the performance of this Agreement with a policy of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate. Society shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2 ENDORSEMENTS. Each policy of insurance required hereunder shall contain or be endorsed to contain the following:

- (a) "The City of South Pasadena and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and Agreement with City."
- (b) "This policy shall not be cancelled, reduced, or otherwise modified without the insurance carrier giving the City a minimum of thirty (30) days' prior written notice."
- (c) "Any other insurance maintained by the City of South Pasadena shall be in excess and not contributing with the insurance provided by this policy."

5.3 CERTIFICATES OF INSURANCE. Society shall submit to City a certificate of insurance and endorsements for each policy not less than one (1) day prior to beginning performance under this Agreement. Each certificate shall be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by the City. City may require complete certified copies of any or all policies at any time.

5.4 FAILURE TO MAINTAIN REQUIRED INSURANCE. Failure to maintain required insurance at all times shall constitute a default and material breach of this Agreement. In such event, Society shall immediately notify City and cease all performance under this Agreement until further directed by City other than caring for animals impounded or quarantined at Society's shelter prior to termination. In the absence of satisfactory insurance coverage, City shall have the option to immediately terminate this Agreement.

5.5 NON-LIMITING. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Society may be held responsible for payments of damages to persons or property.

## 6.0 GENERAL PROVISIONS

6.1 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2 REPRESENTATIVES. The City Manager or his/her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives, and agreements on behalf of City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3 This Agreement shall be governed by the laws of the State of California.

6.4 NOTICES. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or electronic mail, or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) at the time of transmission if such communication is sent by facsimile; and (c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CITY: Sergio Gonzalez  
City Manager  
City of South Pasadena  
1422 Mission Street  
South Pasadena, CA 91030

IF TO SOCIETY: Steve McNall  
Executive Director  
The Pasadena Humane Society and SPCA  
361 South Raymond Avenue  
Pasadena, CA 91105

6.5 ATTORNEY'S FEES. In the event that legal action is necessary to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including attorney's fees from the opposing party in any amount determined by the court to be reasonable.

6.6 GOVERNING LAW. Society shall comply with all applicable state laws, including but not limited to, laws relating to animal shelters, humane organizations, lost and stray animals, and neuter programs.

6.7 ASSIGNMENT. Society cannot assign or delegate or otherwise transfer this Agreement or the rights or duties contained herein to any individual, person or legal entity otherwise without the written consent of the City Manager of City.

6.8 INDEMNIFICATION AND HOLD HARMLESS. Society shall protect, defend, indemnify, and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error, or omissions of Society, its employees, agents or subcontractors in the performance of this Agreement.

6.9 INDEPENDENT CONTRACTOR. Society is, and shall at all times remain as to City, a wholly independent contractor. Society shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of the Agreement. Society shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

6.10 OWNERSHIP OF DOCUMENTS. All findings, reports, documents, information, and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Society or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Society agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Society. City shall indemnify and hold harmless Society from all claims, damages, losses, and expenses, including attorney' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Society. Society shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to City.

6.11 PUBLIC RECORDS ACT DISCLOSURE. Society has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs, or files furnished or prepared by Society, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as

trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Society informs City of such trade secret. City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.12 **RESPONSIBILITY FOR ERRORS.** Society shall be responsible for its work and results under this Agreement. Society, when requested, shall furnish clarification and/or explanation as may be required by City, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Society occurs, then Society shall, at no cost to City, provide all necessary professional services needed to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.13 **PROHIBITED EMPLOYMENT.** Society will not employ any regular employee of City while this Agreement is in effect.

6.14 **ORDER OF PRECEDENCE.** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail.

6.15 **COSTS.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.16 **NO THIRD-PARTY BENEFICIARY RIGHTS.** This Agreement is entered into for the sole benefit of City and Society and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

6.17 **HEADINGS.** Any heading of the several paragraphs of this Agreement is inserted for convenience and reference only and shall not be held or construed in any manner to affect the scope, or to limit or to qualify the meaning or intent of the provisions thereof.

6.18 **CONSTRUCTION.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.19 **AMENDMENTS.** Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.20 WAIVER. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.21 SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.22 COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and said counter parts shall together constitute one and the same agreement.

6.23 CORPORATE AUTHORITY. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date of the first written above.

ATTEST:

BY: Evelyn L. Zira  
South Pasadena City Clerk

CITY:

BY: Sergio Gonzalez  
Sergio Gonzalez, City Manager

Approved as to Form:

BY: Teresa Highsmith  
Teresa Highsmith, City Attorney

THE PASADENA HUMANE SOCIETY AND SPCA:

BY: Steve McNall  
Steve McNall, Executive Dir.

PROFESSIONAL SERVICES AGREEMENT FOR  
**ANIMAL SHELTER AND ANIMAL CONTROL SERVICES**

**Exhibit A**  
**Scope of Services**

1. **Pick-Up Services.** Society agrees to pick up and impound all animals within the City, including stray animals, sick or injured animals, owner relinquished animals for placement or euthanasia, deceased animals, and wildlife. Society will adhere to SPMC and state law regarding impounding of animals, including California Food and Agriculture Code. Society enforces SPMC provisions through court proceedings if necessary.
2. **Pick-Up Service Hours.** Society has dispatcher services available from 7 a.m. to 9 p.m. from Monday to Friday, and 9 a.m. to 6 p.m. from Saturday to Sunday. After hours calls from residents are answered by a service that will dispatch emergency calls. All calls from the Police Department or City officials are dispatched immediately.
3. **Response Time.** Society shall establish categories of requests for service (e.g. emergency, priority, routine) through its dispatch policies. Society shall respond to requests from residents or City officials for animal control services, including pick-up services, pursuant to the following response schedule:
  - a. Society shall respond to emergency calls and arrive on scene within 25 minutes of receipt of such calls.
  - b. Society shall respond to any routine call within two (2) hours of receipt or if appropriate, schedule an appointment with the requesting party.
  - c. In the event of an emergency, Society may be unable to respond within the above prescribed time periods. In such cases, Society shall respond within a time that is reasonably appropriate for the emergency. "Emergency" is defined as any local, state or federal declared emergency or any event which causes Society to evacuate its own facilities including the Facility, or affects the health, safety and well-being of animals residing in the Facility.
4. **Drop-Off Procedures.** Anyone may turn in an animal found within the City during normal business hours at Society's Facility (see No. 6, below), or by calling City's Police Department after hours.
5. **Patrol Services.** Society will make an officer available for patrol from 8 a.m. to 5 p.m. from Monday to Saturday, and on an as-needed basis as agreed upon by City and Society. Society officers are available to respond to requests from the Police Department and from City officials at any time. Society will respond to calls and patrol throughout the City. Upon request from City officials or at the suggestion of Society, if any areas prove to be particular "problem areas," Society will add patrols to respond to the heightened demand.

6. **Facility.** Society shall furnish and maintain during the term of this Agreement a building or enclosure ("Facility") equipped to provide clean and appropriate housing and care, which shall be suitable for the keeping of all animals that are by law subject to impound. The Facility has designated areas for quarantine, protective custody, and investigation animals. The Facility is open for inspection and review of care provided.
7. **Facility Services.** Society will provide adequate shelter, care, and emergency veterinary services at the Facility. All animals receive humane treatment and care. A veterinarian is available on-site during business hours, and any animal requiring immediate care will be seen. Partnering veterinarians are available during non-business hours, and they will see any animal requiring immediate care during non-business hours. Society employees are up-to-date on standards of care set by the American Veterinary Medical Association, California Veterinary Medical Association, the Humane Society, and other advisory animal welfare agencies.
8. **Unclaimed Animals.** If an animal is unclaimed, Society researches identification and attempts to contact the owner by any means available, including by phone, certified letter, etc. After a stray hold, Society strives for placement of all unclaimed animals. Placement includes private adoption, transfer to another shelter, and placement in a reputable rescue agency. Society does not release any animal for research purposes.
9. **Spaying and Neutering.** In the event City enacts an amendment to the SPMC requiring spaying or neutering, Society will not release such an animal to a City resident unless there has been compliance with the applicable SPMC provision. At Society's option, certain breeds of dogs may be spayed or neutered at no charge to City residents. Society offers a low-cost spay or neuter hospital for pets owned by City residents.
10. **Adoption.** Society employees assess all animals for behavior and health qualities before deciding whether those animals are candidates for public adoption. All animals adopted through Society receive a basic health screening, vaccinations, a certificate of sterility or neuter, a behavior assessment, adoption counseling, and a free veterinary exam at a VCA Veterinary Clinic.
11. **Pet Licensing.** Society will provide licensing services which include sale of licenses and license canvassing.
12. **Microchipping.** All dogs, cats, and rabbits are microchipped and registered as part of Society's placement protocol. Society also offers microchipping of owned animals as part of its low-cost spay or neuter hospital and through its vaccine clinics.
13. **Euthanasia.** Society practices humane euthanasia and all those administering euthanasia have been certified and trained in California.

14. **Quarantine and Disaster Response.** In the event of a City, County, or State Health Department quarantine, all quarantined animals are kept in a secure area away from direct public view. At the direction of a County Health Officer, Society shall pick up, accept, and care for and maintain in custody any animal from within the City territory to be held for observation by the County Health Officer and to maintain such animal in an individual kennel away from contact with other animals during the time so held. Owners may be charged a reasonable fee.

In the case of a local, state, or national disaster that affects the health, safety, and well-being of animals residing in the City, Society shall assist City with its disaster response and evacuate animals if necessary and to the extent Society may reasonably do so.

15. **Deceased Animals.** Society shall dispose of carcasses of all animals that come into its possession or that of the Poundmaster or their designees in the performance of the powers conferred and the duties imposed by the SPMC. Society will also pick up and dispose of any dead animal from private property within the City and pick up and dispose of all dead wild animals and dead domestic animals from public streets and public or private property. Society may impose a reasonable charge to the owner of the dead animal for picking up and disposing of such animal from private property. The schedule of charges must be approved by the City Manager.
16. **Relocation of Wildlife.** If Society encounters any wild animal prohibited by the SPMC during the performance of this Agreement, Society shall relocate the wild animal.
17. **Fees.** Society processes all impound fees and license fees and provides a receipt to City residents. City receives a monthly report of all fees collected, which are either refunded to City or subtracted from the monthly contract fees owed to Society.
18. **Records.** All activities and animals are tracked by a software system called "Chameleon." This software allows Society and City to monitor income, care, treatment, and outcome for all animals and animal-related activity. Society will provide a monthly report to City, which includes:
- a. Animal control activities by type
  - b. Animal control calls
  - c. Impound reports by species (wild and domestic)
  - d. Live animal intake
  - e. Euthanasia by species and reason
  - f. Outcome by species
  - g. Kennel inventory
  - h. Return to owner report including:

- i. Date, type, animal identification number, resident name and address, identification number, fees charged, receipt number, and total fees charged.

19. **Animal Bites:** Society investigates all animal bite cases referred to Society. If appropriate, Society will quarantine an animal or animals at the owner's residence, quarantine at Society, or prepare the animal for testing if necessary.

20. **Investigations:** Society agrees to investigate all cruelty or neglect to animals charges and complaints brought to the attention of Society by any person. Society will investigate all nuisance animal complaints, including barking and/or excessively noise dogs and other animals. All investigation reports will be available to City.

21. **Public Outreach & Education:** Society will participate in city events and provide community outreach programs in collaboration with Humane Education.

**ATTACHMENT 2**  
PHS Contract Amendment 1

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES  
AGREEMENT FOR ANIMAL CONTROL SERVICES WITH THE PASADENA  
HUMANE SOCIETY & SPCA**

This amendment No. 1 ("Amendment No. 1") is hereby entered into by and between the City of South Pasadena and the Pasadena Humane Society & SPCA with respect to that certain Professional Services Agreement between the Parties dated July 1, 2015 (the "Agreement").

The Parties agree as follows:

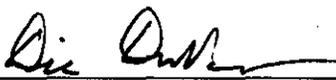
1. Section 2.1 of the Agreement, Compensation is amended as referenced in the attached Exhibit "A".
2. Section 4.1 of the Agreement, Term is amended by extending the term from July 1, 2020 through June 30, 2021 (the "Extended Term").
3. All of the remaining terms and provisions of the Agreement are hereby reaffirmed.

In witness whereof the Parties have executed this Amendment No. 1 on the date set forth below.

**CITY OF SOUTH PASADENA**

**PASADENA HUMANE SOCIETY & SPCA**

\_\_\_\_\_  
Stephanie DeWolfe  
City Manager

  
\_\_\_\_\_  
Dia DuVernet  
President & CEO

Date: \_\_\_\_\_

Date: March 3, 2020

## EXHIBIT "A"

### COMPENSATION

The Agreement is amended to provide that the total compensation for the Extended Term from July 1, 2020 through June 30, 2021, shall not exceed **One hundred seventy-one thousand five hundred seventy dollars and zero cents (\$171,570.00)**, as referenced in the attached letter from the Pasadena Humane Society & SPCA dated March 3, 2020. Society shall invoice City on the first day of each month an amount equal to **one-twelfth (1/12)** the total sum or **fourteen thousand two hundred ninety-seven dollars and fifty cents (\$14,297.50)**.



# City Council Agenda Report

ITEM NO. 18

**DATE:** May 20, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Sheila Pautsch, Community Services Director

**SUBJECT:** **Award of Contract to Better 4 You Meals in the Amount of \$85,135 for the Catered Senior Meal Program beginning June 1, 2020 and Fiscal Year 2020-2021, with the Option to Renew the Contract for an Additional Four Year**

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## **Recommendation**

It is recommended that the City Council:

1. Award a contract for the Senior Meal Program (Program) to Better 4 You Meals in the amount of \$85,235 for Fiscal year 2020-2021, to provide meals at the Senior Center and for home delivery. The contract will serve for a one-year period. Additionally, in accordance with the Community Development Block Grant (CDBG) guidelines, staff may automatically renew the contract up to four additional years (pending sufficient funds from CDBG), for a contract total of five-years, ending in 2025.
2. Approval starting June 1, 2020; contract with existing caterer will be terminated effective May 30, 2020.

## **Discussion/Analysis**

The Senior Meals Program is an essential service provided by the City, averaging 365 meals a week and 19,000 meals a year. Staff is recommending changing to a new caterer as a result of quality issues with the current catering company. The recommended caterer was selected through an RFP process and submitted the lowest cost proposal, which will also reduce overall costs to the program.

The Senior Center provides catered lunches on a daily basis, both onsite and for home delivery. The meals served adhere to stringent health provisions (set forth by federal regulations), providing seniors access to healthy affordable meals on a daily basis. In addition to the nutritional value, the Program also offers social benefits and opportunities to foster comradery. Onsite meals currently cost \$2.75 each, while home delivery is \$3.00 per meal.

Overall, participation has remained similar to the past year, however the participants complained regularly from September 2019 through March 2020 of unfavorable quality of food.

Award of Contract for the Senior Meal Program

May 20, 2020

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Participation increased after March 16, 2020 due to COVID-19 with senior citizens needing to stay at home. The meal program being an essential service allowed residents to receive hot meal daily and boxed meals for the weekend.

The recommendation is to award a contract for the program to Better 4 You Meals at the rate of \$4.60 per meal for home delivered and \$4.38 for meals served on site. The rate with the current caterer is \$5.40 per meal; this represents a cost savings of .80 cents per delivered and \$1.02 for onsite meal under the new contract with the Better 4 You. With a lower cost per meal, there will be a less impact to the General Fund. They also will provide once per month meetings with the chef and seniors to receive feedback on food items. Overall, the contract stipulates one-year of service, with the option for renewal of up to four additional years (pending sufficient grant funds from CDBG in the subsequent years). In total, the proposed contract is for five-years, ending in 2025.

Revenue from fees:

| Meals Ordered                                   | Rate   | Cost     | Meal Cost | Participant Fees |
|---|--------|----------|-----------|------------------|
| Estimating 10,300 meals (onsite)                | \$4.38 | \$45,114 | \$2.75    | \$28,325         |
| Estimating 8,700 meals (delivered)              | \$4.60 | \$40,020 | \$3.00    | \$26,100         |
| Total meal cost (estimate serving 19,000 meals) |        | \$85,134 |           | \$54,425         |

**Alternatives Considered**

In the RFP staff included the option of cooking meals onsite. One bid was submitted at the rate of \$5.80 per meal. This would not only increase the operational cost for the City, but would also include the purchase of additional equipment for food storage (approximately \$110,200 annually, plus equipment).

**Fiscal Impact**

Funding for this Program is comprised of three different sources. CDBG partially funds the Program, in the amount of \$24,998 (amount is contingent on available grant funds, which varies on a yearly basis). Additionally, the cost of the Program is supplemented by fees from participants (anticipated revenue) in the amount of \$54,425. Additional General Fund dollars, of \$5,711, are required to compensate for the cost per meal reduction from past years. The total budget for the Program is \$85,134, a \$20,000 reduction. Below is a chart depicting the breakdown in funds for the Program for FY 2020-2021.

| Funding Sources and Totals for Senior Meal Program |          |
|--|----------|
| Community Development Block Grant                  | \$24,998 |

Award of Contract for the Senior Meal Program

May 20, 2020

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|                                    |                 |
|------------------------------------|-----------------|
| Participant Revenues (Anticipated) | \$54,425        |
| General Fund                       | \$ 5,711        |
| <b>Total Cost of the Program</b>   | <b>\$85,134</b> |

In comparison to this current FY 2019-20, the City will reduce required supplemental general fund dollars by approximately \$19,000 in FY 2020-21. This is in part due to a substantial decrease between the current catering contract and the proposed new contract. Overall, the City will continue to meet its obligation to the community and meet the expectations of City Council with minimal assistance from the general fund.

**Background**

The current contract awarded in 2018 to Catering Systems Incorporated for the Senior Meals Program will expire on June 30, 2020. Due to poor performance they will be notified five days before the end of May of their termination, as stated in their contract.

Request for Proposals (RFP) went to 12 vendors with two bids received on March 27, 2020. To ensure the integrity of the bidding and selection process and in accordance with the CDBG procurement procedures, staff completed the following actions:

- Outlined initial outreach efforts in support of a competitive bidding process; and
- Continued outreach to vendors prior to deadline to assure packets were received

With two bids submitted, the recommendation is to award contract to the lowest bidder.

The Program has provided meals to seniors for 30 years. The community is accustomed to the Program and in some aspects reliant on it, especially during COVID-19 closure. For instance, prior to COVID-19 the Program delivered 28 meals per day, for the last month and half deliveries have reached as high as 85 meals per day. In addition the Program delivered 10 boxed meals for the weekend prior to closure, and is now delivering 80 boxed meals.

The Program offers once per month special events themed around a special program or holiday, with six of them regularly sponsored such as Halloween, Thanksgiving, Christmas, Chinese New Year, Valentines and Mother’s Day.

The subsidized Senior Meal Program continues to thrive and much needed essential service to the community. Moreover, the affordable and nutritious meals continue to bring seniors together fostering community and well-being.

**Legal Review**

The City Attorney has reviewed this item.

**Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City’s website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment:

Award of Contract for the Senior Meal Program

May 20, 2020

Page 4 of 3

1. Professional Services Agreement for Better 4 You Meals

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(City of South Pasadena /*Better 4 You Meals*)**

**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Better 4 You Meals, a California Corporation (“Consultant”).

**2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a consultant: **Provide meals in bulk for the South Pasadena Senior Center Catered Senior Nutrition Program.**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s **March 27, 2020** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Sheila Pautsch. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is four dollars and thirty-eight cents per on-site meal (\$4.38); and Four dollars and 60 cents per delivered meal (\$4.60).
- 3.5. “Commencement Date”: June 1, 2020.
- 3.6. “Termination Date”: June 30, 2021  
The agreement shall be for a thirteen month period; however, the City has the option to renew the Agreement in one-year increments for up to an additional four (4) years depending on the availability of future CDBG funding. It is optional on the part of the city to renew the agreement. The City shall evaluate the contractor’s performance on an annual basis and use the evaluation to help determine if a renewal is determined in the City’s best interest.

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

#### 5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

A-2

- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for which Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Robert Camarena shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## 7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant

to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

## 8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

## 9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written

products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## 10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.



- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Sheila Pautsch, South Pasadena, CA 91030.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums

and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

### 13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

### 14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Stephanie DeWolfe  
City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030  
Telephone: (626) 403-7210  
Facsimile: (626) 403-7211

If to Consultant

Robert Camarena  
Better 4 You Meals  
5743 Smithway Street, Suite 103  
Commerce, CA 90040  
Telephone: (323)838-5555 ex. 140  
Facsimile: (887)349-2985

With courtesy copy to:

Teresa L. Highsmith, Esq.  
South Pasadena City Attorney  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd., Ste. 850  
Pasadena, CA 91101  
Telephone: (213) 542-5700

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## 15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

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- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

### **FEDERAL PROVISIONS**

During the performance of this Agreement, the Contractor agrees to comply with the following Federal provisions:

1. **AUDIT OR EXAMINATION:**

Better 4 You Meals shall keep all records of funds received from City of South Pasadena and make them accessible for audit or examination for a period of four (4) years after final payments and all other pending matters are closed (for a total of 5 years).

2. **CONFLICT OF INTEREST:**

Better 4 You Meals agrees any conflict or potential conflict of interest shall be fully disclosed prior to execution of this Agreement and CSI shall comply with all applicable federal, state and county laws and regulations governing conflict of interest, in accordance with 24 CFR Part 84. Sec. 84.42.

3. **POLITICAL ACTIVITY/LOBBYING CERTIFICATION:**

Better 4 You Meals I may not conduct any activity, including any payment to any person, officer or employee of any agency or member of Congress in connection With the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public offices during time compensated for under representation that such activity is being performed as a part of the contract responsibility.

4. **COUNTY LOBBY CERTIFICATION:**

It is understood each person/entity/firm who applies for a Community Development Commission contract, and as part of process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and; that all persons/entity/firm acting on behalf of the above named firm have and will comply with the County Code, and; any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified there from and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

5. **SECTION 3 REQUIREMENTS OF HOUSING & URBAN DEVELOPMENT ACT OF 1968:**

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et seq., requires, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for

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work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part, by persons residing in the area of the project.

6. SECTION 109, TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT of 1974:  
Section 109, Title I of the Housing and Community Development Act of 1974 provides that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity funded in whole or in part with funds made available under this Title.
7. PROHIBITION OF AGE DISCRIMINATION: Prohibition against discrimination on the basis of age under the **Age Discrimination Act of 1975**, or with respect to an otherwise qualified handicapped individual, as provided in **Section 504 of the Rehabilitation Act of 1973**, shall also apply to any such program or activity
8. Executive Order 11246 requires that during the performance of this Agreement, the consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor setting forth the provisions of this nondiscrimination clause.
9. Section 3 of the housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701 et. seq., requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
10. Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
11. Section 109, Title I of the housing and Community Development Act of 1974, provides that no person shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
12. Prohibition against discrimination on the basis of age under the Age Discrimination Act of 1075, or with respect to an otherwise qualified handicapped individual, as provided in /Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

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13. Interest of Contractor and employees, the Contractor covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the project area or any parcels there in or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Consultant further covenants that in performance of this Agreement, no person having such interest shall be employed.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”  
City of South Pasadena

“Consultant”  
Robert Camarena  
Better 4 You Meals

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Evelyn G. Zneimer, City Clerk

Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Teresa L. Highsmith, City Attorney

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The following is a summary of the scope of services to be performed by the Caterer (Better 4 You Meals). The Caterer shall be permitted to legally and ethically prepare Cost Effective and Quality Congregate and Homebound Meals for City senior citizens.

### **MEAL PREPARATION**

#### **TASK 1: MANAGEMENT OF MEAL PREPARATION OPERATIONS**

1. The Lower Tier Sub-recipient will operate and manage the Senior Center kitchen providing meals meeting contract requirements. The Lower Tier Sub-recipient agrees to select, purchase and prepare food following menus provided by City of South Pasadena/Senior Services. The Lower Tier Sub-recipient agrees to assure that food-handling (cooking, storage and packing) methods will maintain quality and safety of foods. Health department inspection scores should be above 90%, however if an inspection falls below 90% a corrective action plan must be submitted within 48 hours to the Community Services Supervisor and if an inspection should fall below an 80% rating, the City of South Pasadena may withhold reimbursement until corrections are made. If this should occur more than three times, it may cause termination of Services Agreement.
2. Lower Tier Sub-recipient shall be able to prepare daily (Monday through Friday) entrees for South Pasadena Senior Center, as well as being responsible for ensuring that daily food production is completed on time- 11:00 a.m. for homebound meals and 11:45 a.m. for congregated meals.
3. Lower Tier Sub-recipient will also be responsible for procuring all items, not including coffee and tea, which are necessary for food production and assure ban on expanded polystyrene (EPS) disposable food serve ware is adhered.
4. Lower Tier Sub-recipient is to ensure that food is prepared with consideration for sanitation and safety standards.
5. A menu cycle (6, 8 or 10 week) shall be used that is prepared at least every six months, winter and summer menu options, with an option of varied menus with the understanding that special requests will be made for substitutions and/or special events. City of South Pasadena/Senior Services Division will provide input with holiday menu select with advance notice. Soups should be served once per week.

6. Contractor is expected to provide birthday cake the last Friday of each month.
7. Box lunches are provided Fridays for home deliver clients and option for holidays.

**SPECIAL ACTIVITIES**

**HOLIDAY SCHEDULE**

The South Pasadena Senior Citizens’ Center observes the following City of South Pasadena holidays:

|           |                                    |
|-----------|------------------------------------|
| January   | New Year's Day                     |
| January   | Martin Luther King                 |
| February  | President's Day                    |
| May       | Memorial Day                       |
| July      | Independence Day                   |
| September | Labor Day                          |
| October   | Columbus Day                       |
| November  | Veterans Day                       |
| November  | Thanksgiving Day and Following Day |
| December  | Christmas Day                      |

**USE OF CITY FACILITIES**

The City facility will be available for food preparation, serving and clean-up equipment. All such equipment will remain the property of the City and must not be loaned or removed from the Senior Center. No modifications or alterations may be made to the City's equipment without the written approval of the City.

The Lower Tier Sub-recipient will be expected to establish operating procedures to reduce the likelihood of damage to City property. Lower Tier Sub-recipient will be expected to perform the duties which are required to ensure the safe, sanitary and legal operation of the facility. The City will be responsible for all capital improvements necessary for the overall maintenance of the facility and for routine cleaning of all common areas (i.e. bathrooms, walkways).

1. The Lower Tier Sub-recipient agrees to provide all personnel necessary to prepare, furnish and serve food. Lower Tier Sub-recipient will be responsible for the installation set up, and operation of kitchen equipment.
2. The Lower Tier Sub-recipient agrees to provide all personnel necessary to prepare, furnish and serve food.

A-

3. The Lower Tier Sub-recipient will be responsible for the clean-up and maintenance of the equipment used to prepare, cook, and serve food.
4. Responsible for mopping of kitchen floors and emptying trash.

Responsibilities of City. With respect to the services to be provided by selected Lower Tier Sub-recipient, the City shall be responsible for:

1. Electricity, water and gas for the Senior Center.
2. Maintenance contracts for mechanical equipment owned by the City.
3. Trash removal for Senior Center functions.
4. Clean-up of kitchen when used by City staff.
5. Replacement costs for kitchen equipment for the Senior Center.

#### **FOOD DELIVERY**

1. The Contractor reserves the right to add or delete meal sites or designate alternate meal locations, as appropriate.
2. The Contractor may change the days and time of delivery and service by giving the Subcontractor seven (7) days' notice.
3. The Contractor may change the number of meals to be delivered to the meal location by notifying the Subcontractor by 12:00 p.m. of the day prior to delivery.
4. The Contractor shall deliver/serve the meals no more than 30 minutes prior to or 15 minutes after the agreed upon serving time

5. Box lunch delivery time may be as early as 1 hour prior to servicing time, as long as appropriate holding facilities are available for perishable food items and meals are transported under appropriate packing, heating and cooling temperature requirements.
4. The Contractor reserves the right to require Subcontractor to deliver food on all holidays that food service is needed.
5. Foods for congregate meals shall be served by the Lower Tier Sub-recipient within two (3) hours after food preparation has been completed.

#### **DELIVERY SERVICE SPECIFICATIONS.**

1. All food must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage, and/or insect infestation. All hot foods should be packaged individually or in bulk containers to ensure a minimum delivery temperature of 140°F. All cold foods must be packaged to ensure a maximum delivery temperature of 40°F. All foods intended to be delivered frozen shall be packaged so as to maintain a hard frozen state until such food reaches point of delivery.

Temperature of bulk and home-delivered meals must be taken daily at the end of production/packaging and on delivery at the nutrition site by the Lower Tier Sub-recipient and Contractor. Hot and cold foods must be placed immediately into insulated hot and cold transport equipment upon completion of packaging.

Daily written documentation of temperature logging monitoring must be kept by Lower Tier Sub-recipient and will be subject to audit by the centralized Dietary Administrative Support Services R.D or nutritionist. The sites shall be assumed correct on shortages unless the caterer proves them wrong. All calls regarding shortages and food replacement will be communicated by the Contractor's office.

2. Meals must be delivered in refrigerated trucks and or approved for bulk insulated containers for hot pack and cold pack. Delivery standards shall comply with applicable local health department regulations.
3. Food and supplies must be packed and handled in a sanitary

manner so as to ensure absence of contamination and spillage.

4. The program may require replacement of any cold food which is received on site at above 40°F and any hot food that falls below 140°F.
5. Food shortages and/or spoiled foods which are reported to the caterer by agreed time of delivery must be replaced or the enclosed deduction schedule will be utilized.
6. Packaging of food for delivery to the sites will be negotiated as mutually acceptable to the Contractor and Subcontractor. Sites may differ on packaging of some items due to available site equipment and time distance constraints.
7. The Subcontractor shall be responsible for cleaning and care of equipment returned to his facility each day.
8. The Subcontractor shall place food in area designated by meal location managers.
9. Food shall be in transport no longer than 60 minutes after packing.
10. Food shall be kept in heat retaining equipment no longer than 60 minutes prior to serving.
11. Each delivery shall be accompanied by a delivery slip, in triplicate, designating number of meals and supplies delivered. Project Director or designated person will sign receipt, if in order, and one copy shall be left the same.
12. Instructions shall be attached to each food product delivered indicating name of meal, location, and number of servings, size of serving, and size of utensil to be used in serving.
13. Cake, cornbread, and casserole dishes (i.e. meatloaf, lasagna, tuna noodle casserole), shall be pre-scored by the Lower Tier Sub-recipient for the appropriate number of servings.
14. Subcontractor shall provide home delivered meal containers in an amount not to exceed 35% of the total number of meals ordered.
15. All Lower Tier Sub-recipient delivery equipment shall be removed from the meal location by 12:30 p.m. Contractor is not responsible after this time.

16. Subcontractor shall provide a back-up delivery system in the event of vehicle breakdown.
17. Electrical items required to be provided herein shall have the UNDERWRITER'S LABORATORY or LOS ANGELES ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and COSHA requirements, where applicable.
18. The Subcontractor shall comply with all Federal, State, and local health department laws and regulations. Lower Tier Sub-recipient shall provide Contractor with a current copy of the health certificate and any corrected deficiencies with proposal. To ensure that all regulations are followed the Lower Tier Sub-recipient must have a qualified food service manager or part-time registered dietician (20 hours week) or staff who will ensure that meals are prepared in a safe and sanitary condition throughout meal service operation.

#### **ADMINISTRATION OF STAFF**

##### ADMINISTRATION OF FOOD PREPARATION STAFF

1. Lower Tier Sub-recipient agrees to comply with all Federal and State labor laws.
2. Lower Tier Sub-recipient shall hire or appoint either a Part-Time a qualified Site Manager for the supervision of food services operation within the central kitchen. As well as have a Dietitian accessible to review menus.

*Better 4 You Meals*  
 5743 Smithway Street, Commerce, California 90040  
 (323)838-5555, extension:140

PRICE FACT SHEET  
 2020-2021

| HOT BULK MEAL       | COST PER MEAL |
|---------------------|---------------|
| Raw food/condiments | \$2.10        |
| Preparation         | .20           |
| Transportation      | .06           |
| Sundry items        | .12           |
| Overhead profit     | 1.90          |
| Total cost:         | \$4.38        |

| BOX OR PICNIC LUNCH | COST PER MEAL |
|---------------------|---------------|
| Raw food/condiments | \$2.10        |
| Preparation         | .34           |
| Transportation      | .06           |
| Sundry items        | .20           |
| Overhead profit     | \$1.90        |
| Total cost:         | \$4.60        |



# City Council Agenda Report

ITEM NO. 19

**DATE:** May 20, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Michael A. Casalou, Interim Human Resources Manager

**SUBJECT:** **Approval of a CalPERS Resolution Fixing the Employer Contribution under the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants**

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## **Recommendation Action**

It is recommended that the City Council approve the proposed resolution, to reflect recently negotiated changes to the employer contribution under the Public Employees' Medical and Hospital Care Act (PEMCHA) at amounts specified in the attached resolution for employees and annuitants.

## **Discussion/Analysis**

Last year, the City secured three-year agreements with all bargaining units, which included an increase in healthcare contributions for employees selecting limited coverage. As a result of those changes agreed to in the current Memorandum of Understanding (MOU's), the resolution on file with CalPERS must be revised accordingly. For the new contribution to be effective July 1, 2020, the signed resolution must be received by CalPERS no later than May 31, 2020.

Specifically, the City agreed to an increase of \$200 per month toward the health plan contribution for employees selecting the "employee only" plan option, effective July 1, 2020. The "employee only" coverage had not been adjusted in more than a decade, while the "employee plus" contribution had been adjusted. This left the "employee only" without an equivalent benefit. Further, the employee only contribution value had fallen below the cost of the Kaiser Plan option, which is generally the plan cities use as an industry benchmark to set their contribution amount.

Implementation of this change is complicated however, because it applies only to current employees, and not to retired employees. Under PERS rules, the only way to achieve the added benefit for current employees and not retirees is to pay the additional premium via a Health Reimbursement Arrangement (HRA). HRA's are a tax-advantaged account funded by employers to cover health care costs. The HRA would allow reimbursement to employees for up to \$200 via a direct deposit for any premium amount deducted from their paycheck for their health contribution.

Adoption of Resolution No.

May 20, 2020

Page 2 of 3

The Public Employees' Medical and Hospital Care Act (PEMCHA) governs the California Public Employees' Retirement System (CalPERS) Health program, which provides quality health benefits to both active employees and retirees. CalPERS requires employers to adopt a resolution that establishes the contribution amounts for both safety and miscellaneous bargaining units. The City contracts under the "equal method" of contributions – meaning that the contribution designated in the resolution with CalPERS must be the same for active employees and retirees.

Under the new MOUs for the Police Officer's Association (POA) and Fire Fighters' Association (FFA), the new contribution for employees choosing "employee only" coverage will increase from \$625/month to up to \$825/month. By comparison, the City's contributions for "employee +1" and "employee + family" are \$1,025 and \$1,200 respectively.

Current and future retirees from these units will not receive the increase and will continue to get up to \$625/month toward retiree medical as they are getting now. It should be noted that the current MOU's for both police and fire did not reduce the City's contribution to retiree health, but keeps it capped at the \$625/mo. The reasoning behind this was to provide an incentive to assist with the future recruitment and retention of public safety employees. Paying for retiree medical is common for public safety employees while it is not for miscellaneous employees.

For the PSEA Full Time Unit and Management Unit, the contribution for active employees will increase from \$625/\$715 per month respectively, to \$825/\$915/month. By comparison, the City's contributions for "employee +1" and "employee + family" are \$1,025 and \$1,200 for PSEA members, and \$1,115 and \$1,290 for Management employees.

Current retirees from these units, as well as future retirees that were hired on or before June 30, 2020, will continue to get a retiree health contribution of \$625/\$715. They will not receive the higher benefit in retirement. Further, future retirees hired into these units on or after July 1, 2020, will receive a medical benefit equal only to the PEMHCA minimum, currently \$139/month. By reducing the retiree health contributions for future employees from \$625/month to the PEMCHA minimum (currently \$139/month,) the City will see significant long-term savings and substantially reduce the City's unfunded liabilities. Reducing retiree medical for miscellaneous employees will not impact recruitment since this practice is common for small local governments.

### **Alternatives**

As previously mentioned, the City agreed to increase the "employee only" health contribution by \$200 per month as part of last year's contract negotiations. Therefore, the City is contractually obligated to provide this increase and adopt this resolution to comply with labor laws and the procedural requirements of CalPERS. Should the City Council desire to renegotiate this provision of the MOU's, the City would need to reach agreement with all bargaining units before July 1, 2020. Staff does not recommend that alternative given the COVID-19 pandemic, as many families are struggling with new economic realities and adequate health coverage is of

paramount importance. Other compensation issues can still be considered for reduction however, such as cost of living increases.

**Legal Review**

This City’s outside labor counsel from Liberty Cassidy Whitmore has reviewed this item.

**Fiscal Impact**

This item was approved as part of last year’s negotiations with all bargaining units and provides an increase of up to \$200 per month for “employee only” coverage to all active employees eligible for the City’s health insurance plan. The maximum cost of this benefit for FY 2020/21 will not exceed \$100,000, and could be lower depending on the health plan choices employees select during open enrollment later this year. The City considered the fiscal impacts associated with the increased medical coverage when it approved MOUs with the bargaining units in 2019.

It’s also important to again point out the reduction in future retiree health contributions for miscellaneous employees from the current \$625/month to the PEMCHA minimum (currently \$139/month,) is a significant savings to the City, and will not only provide an offset for this health contribution increase, but will significantly reduce the City’s unfunded OPEB liabilities (pension & retiree health).

**Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City’s website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

**Attachments:**

1. CalPERS Resolution

ATTACHMENT 1  
CalPERS Resolution

# Health Resolution Template Packet

## Contract vs. Resolution

The CalPERS Health Program is governed by the Public Employees Medical and Hospital Care Act (PEMHCA), and the California Code of Regulations (CCR), of the California Public Employees Retirement Law (PERL). PEMHCA contains all the rules and regulations that a contracting agency must adhere to. We define PEMHCA as the actual *health contract*, and the *resolution* as the method by which an agency elects to become subject to PEMHCA.

## Resolution Type (Enclosed)

| Change Resolution  | Purpose  |
|--|--|
| Format:<br><input checked="" type="checkbox"/> All, Equal<br><input type="checkbox"/> All, Unequal<br><input type="checkbox"/> By Group, Equal<br><input type="checkbox"/> By Group, Unequal | An agency must file a <i>change resolution</i> to change the monthly employer health contribution. Contracting agencies may change their employer contribution anytime in the contracting year. A change resolution becomes effective on the first day of the second month in which the resolution is filed and received by CalPERS. It is the agency's responsibility to notify its active and retired employees of the change. |

## Instructions

- The enclosed resolution should be completed by filling in the editable fields with the information requested in the field tab. Contracting agencies may not add, edit, or remove language in the enclosed resolution, other than the editable fields. CalPERS may reject resolutions that are submitted with additional changes.
- The certification shown following the resolution is to be completed by those individuals authorized to sign for the contracting agency in legal actions and is to include the name of the governing body (i.e. Board of Directors, Board of Trustees, etc.), and the location and the date of signing.
- **This resolution serves as a legally binding document, and we require the original resolution, certified copy with original signatures, or a copy of the resolution with the agency's raised seal.** Please complete and include the enclosed cover sheet when mailing the resolution.

## Questions or Additional Information

The Health Resolutions & Compliance Unit is responsible for authoring and maintaining this document. The unit can be contacted directly at [HealthContracts@calpers.ca.gov](mailto:HealthContracts@calpers.ca.gov).

**Please staple on top of your health resolution(s) or cover letter.  
This will ensure that the CalPERS mailroom expedites delivery to our office.  
Mail packet to either:**

**Overnight Mail Service**

California Public Employees' Retirement System  
Health Resolutions & Compliance Services, HAMD  
400 Q Street  
Sacramento, CA 95811

**Regular Mail**

California Public Employees' Retirement System  
Health Resolutions & Compliance Services, HAMD  
PO BOX 942714  
Sacramento, CA 94229-2714

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# HEALTH RESOLUTION

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|                               |                               |
|-------------------------------|-------------------------------|
| <b>CalPERS ID #</b>           | <b>2139696011</b>             |
| <b>Agency Name</b>            | <b>City of South Pasadena</b> |
| <b>Desired Effective Date</b> | <b>July 1, 2020</b>           |

**RESOLUTION NO. Number**  
**FIXING THE EMPLOYER CONTRIBUTION**  
**UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT**  
**AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS**

WHEREAS, (1) City of South Pasadena is a contracting agency under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act (the “Act”); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

| Medical Group                     | Monthly Employer Health Contribution |
|-----------------------------------|--------------------------------------|
| 001 POA Unit                      | \$625.00                             |
| 002 Fire Unit                     | \$625.00                             |
| 003 PSEA Unit                     | PEMHCA Minimum                       |
| 004 Unrepresented Management Unit | PEMHCA Minimum                       |

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) City of South Pasadena has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of City of South Pasadena shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of South Pasadena would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Human Resources Manager to file with the Board a verified copy of this resolution, and to perform on behalf of City of South Pasadena all functions required of it under the Act; and be it further
- RESOLVED, (e) That coverage under the Act be effective on July 1, 2020.

Adopted at a regular meeting of the City Council of the City of South Pasadena at South Pasadena, California, this 20<sup>th</sup> day of May, 2020.

Signed: \_\_\_\_\_  
Robert S. Joe, Mayor

Attest: \_\_\_\_\_  
Evelyn Zneimer, City Clerk



# City Council Agenda Report

ITEM NO. 20

**DATE:** May 20, 2020

**TO:** Honorable Mayor and Council Members

**FROM:** Stephanie DeWolfe, City Manager  
Joanna Hankamer, Director of Planning and Community Development

**PREPARED BY:** Debby Linn, Contract Planner  
Kanika Kith, Planning Manager

**SUBJECT:** **Appeal of the Planning Commission Decision (Project No. 2311 – Appeal) – to Approve the Mission Bell Mixed-Use Project located at 1101-1115 Mission Street (APNs 5315-008-043 and -045)**

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## **Recommendation**

It is recommended that the City Council deny the Appeal (Project No. 2311-Appeal) and uphold the Planning Commission certification of an Environmental Impact Report and approval of the Mission Bell Mixed-Use development located at 1101, 1105, 1107, and 1115 Mission Street, subject to the Conditions of Approval.

## **Planning Commission Approval**

On February 11, 2020 the Planning Commission adopted P.C. Resolution No. 20-01, included as **Attachment 2**, approving the Mission Bell Mixed Use development (Project), subject to conditions of approval. In approving the Project, the Planning Commission certified Environmental Impact Report SCH No. 2019011007 (EIR) and approved Conditional Use Permit, Design Review, Certificate of Appropriateness, Vesting Tentative Parcel Map, and Variance (Project No. 2034-CUP/DRX/COA/VTPM/VAR) subject to conditions of approval.

## **Executive Summary**

On August 11, 2017, Mission Bell Properties, LLC submitted applications for development of the Mission Bell Mixed-Use Project. A statement of introduction from the applicant is included as **Attachment 3**. As part of the review of the Project, staff determined that the project could potentially have significant environmental impacts, therefore, an Environmental Impact Report (EIR) was prepared pursuant to the California Environmental Quality Act (CEQA) Sections Section 21000 et. seq. On March 7, 2019 the City's Design Review Board (DRB) conducted a public hearing to review and provide input on the design of the project. The DRB unanimously supported the project design and did not provide alternative design recommendations. On July 29, 2019 a Draft Environmental Impact Report (EIR) was completed for the project and circulated for public comment. The Draft EIR was available for public comment from July 29, 2019 through August 27, 2019 and again from October 18, 2019 through November 18, 2019.

On October 29, 2019 the City's Cultural Heritage Commission (CHC) conducted a public hearing on the application for a Certificate of Appropriateness for the Project. At that hearing, the CHC

provided verbal comments and corrections on the cultural resources analysis within the Draft EIR. After closing the public hearing, the CHC voted unanimously recommending that the Planning Commission certify the Cultural Resources section of the EIR, subject to corrections provided by the CHC, and that the Planning Commission approve the Project Certificate of Appropriateness.

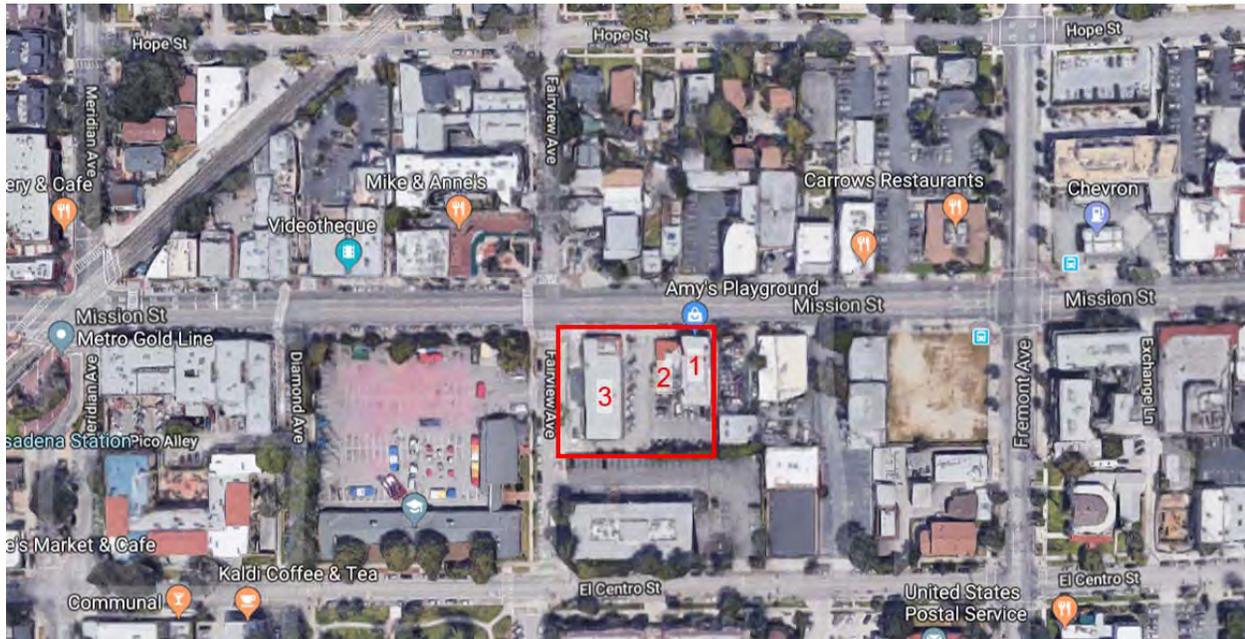
Following the November 18, 2019 close of the comment period on the Draft EIR, a Final EIR was completed on January 27, 2020. The Final EIR addressed all comments received during the Draft EIR comment period. On February 11, 2020 the Planning Commission conducted a public hearing and voted unanimously to certify the Final EIR and approve the Project. On February 26, 2020 an appeal of the Planning Commission action on the Project was submitted to the City Clerk by Mr. Mitchell Tsai, Attorney at Law, on behalf of the Southwest Regional Council of Carpenters (Appellant). On March 30, 2020 Mr. Tsai submitted additional comments in support of his appeal.

### **Project Description**

The Mission Bell Mixed-Use Project is a proposal for development of 36 residential condominium units with residential open space, 7,394 square feet of commercial retail uses including areas for outdoor dining, and 109 parking spaces in a 2-level subterranean parking garage. The project site is approximately 31,113 square feet in size and is located in the Mission Street Specific Plan at the southeast corner of Mission Street and Fairview Avenue. The project site is comprised of properties addressed as 1101, 1105, 1107, and 1115 Mission Street and is currently developed with three buildings located at 1101, 1107, and 1115 Mission Street, as shown in **Figure 1**. The existing building located at 1115 Mission Street, illustrated as building 1 on **Figure 1**, is listed on the “City of South Pasadena Inventory of Historic Resources” (Inventory) as “6L” (“determined ineligible for local listing or designation through local government review process; may warrant special consideration in local planning”). Although the building is not itself eligible for local listing or designation, it may be a contributing resource to the adjacent Mission West Historic District and therefore was given special consideration during the planning process. As part of the project, a portion of the rear of the existing building at 1115 Mission would be partially demolished with the remaining front part of the building renovated for adaptive reuse as ground floor commercial and second floor residential uses. A new detached two-story residential building would be constructed to the rear of the renovated building. The two existing buildings, located at 1101 and 1107 Mission Street, illustrated as buildings 2 and 3 on **Figure 1**, would be demolished and a new three-story commercial and residential building constructed on this portion of the project site. The project required Planning Commission certification of an Environmental Impact Report and approval of the following applications:

1. **Certificate of Appropriateness** for a partial demolition and restoration of the remaining front portion of an existing structure at 1115 Mission Street; and
2. **Conditional Use Permit** for development of a mixed-use project consisting of 36 residential units, 7,394 square feet of commercial retail uses, outdoor dining area, 4,978 square feet of common open space, 109 subterranean parking spaces, associated on-site improvements; and
3. **Design Review Permit** for the proposed mixed-use development; and
4. **Variance** from the front building wall standards of the Mission Street Specific Plan; and
5. **Vesting Tentative Parcel Map** to create a one lot subdivision for condominium purposes.

**Figure 1: Project Location**



Project Analysis

Detailed description and analysis of the Project are described in the February 11, 2020 Planning Commission report included as **Attachment 4** and the Project Plans included as **Attachment 9**.

In approving the Project, the Planning Commission:

1. Found the Final EIR to be in compliance with CEQA and certified the Final EIR, included as **Attachment 5**; and
2. Made all necessary findings for approval that the Project is consistent with the General Plan, and complied with the zoning standards in the Mission Street Specific Plan, except one requirement related to building wall frontage standard for which a Variance was granted, and complied with the requirements for the granting of a Conditional Use Permit, Design Review, Vesting Tentative Parcel Map, Variance, and Certificate of Appropriateness.

Renderings of the project are included in **Figure 2**.

**Figure 2: Mission Bell Mixed-Use Project**



Mission St & Fairview Ave



Mission St



Fairview Ave



Interior Courtyard



Interior Courtyard

**Environmental Review**

The Mission Bell EIR was prepared pursuant to the California Environmental Quality Act (CEQA). A Draft EIR was prepared which evaluated the potential environmental effects of the Mission Bell mixed use project. The Draft EIR concluded that the project impacts related to air quality, cultural resources, energy, land use and planning would be less than significant, and that all potential noise impacts identified could be mitigated to less than significant levels with incorporation of appropriate mitigation, therefore, the project would not result in significant

unavoidable impacts. Construction of the project could potentially expose nearby residences to excessive noise, however mitigation measures were identified in the DEIR and agreed to by the Project applicant that would reduce these impacts to a less than significant level.

The Draft EIR was available for public review from July 29, 2019 through August 27, 2019. The public review period was again advertised for a period from October 18, 2019 through November 18, 2019. During the public review period, the City received six comment letters on the Draft EIR, and verbal comments from the CHC at their October 29, 2019 public hearing on the Project. Pursuant to the receipt of comments on the Draft EIR, the City prepared a Final EIR which included the comments letters and the responses to each comment. A brief summary of the comments received is provided below. More details of the comments received and responses are provided in the staff report for the Planning Commission, included as **Attachment 4**.

Comments Received During the Public Review of the Draft EIR

1. *Governor's Office of Planning and Research* - received the Draft EIR and acknowledged its role in the distribution of the Draft EIR. The Final EIR acknowledged receipt of the letter.
2. *Department of Transportation* – questioned the traffic impact analysis at the Fair Oaks on ramp to State Route 110. The Final EIR provided data verifying the adequacy of the analysis and no further study was warranted.
3. *Southern California Regional Rail Authority* – confirmed that the project is over 5 miles from the nearest Metrolink station. This comment did not raise any significant environmental issues or change any analysis or impact conclusion of the EIR.
4. *Public Utilities Commission* – agreed with the analysis that the project would not result in significant traffic impacts to nearby roadway intersections, and that the project would not require construction or modification of public crossings. This comment did not raise any significant environmental issues or change any analysis or impact conclusion of the EIR.
5. *Sanitation Districts of Los Angeles County* - provided a correction to the EIR identifying the correct treatment plant for the project and stating that wastewater flows projected for the project were overestimated in the EIR. The comments clarified and made insignificant modification to the EIR, but did not identify new or more significant impacts.
6. *Mitchell M. Tsai, Attorneys for Southwest Regional Council of Carpenters* - commented on the historic status of the building at 1115 Mission Street and questioned the conclusions of the EIR regarding the historic structure. The Final EIR response indicated that the comments constituted an inaccurate representation of the project and the historic status of the building; and clarified the status of the building and the project. The Final EIR also clarified the appropriate CEQA guidelines applicable to the project. The Final EIR acknowledged that the comment did not raise any significant environmental issues or change any analysis or impact conclusion of the EIR.
7. *Cultural Heritage Commission (CHC)*- requested at the October 29, 2019 CHC hearing, that corrections be made to the Cultural Resources Report, prepared by ESA, the applicant's historic resource consultant, included as an attachment to the EIR. The CHC concurred that the Project did not result in significant impacts to cultural resources, however, the CHC

requested that project construction drawings be reviewed and stamped by a licensed Architectural Historian and approved by the Chair of the CHC prior to issuance of building permits to ensure the Project construction complies with the Secretary of the Interior Standards for Rehabilitation. A condition of approval to this effect was included as part of the Planning Commission's approval of the project.

### **Appeal**

On February 26, 2020 an appeal of the February 11, 2020 Planning Commission approval of the Project was submitted to the City Clerk by Mr. Mitchell Tsai, Attorney at Law, on behalf of the Southwest Regional Council of Carpenters (appellant). On March 30, 2020 the Appellant submitted additional comments in support of his appeal. The basis of the appeal is described below.

The appeal and supplemental comments are included in **Attachment 6**. The City's environmental consultant, Meridian Consultants, has prepared a response to each issue raised by the appellant related to the Final EIR which is included as **Attachment 7**. The applicant's historic resource consultant, ESA has prepared a response to the appellant's arguments related to the conclusions of the Final EIR regarding the historic status of the building at 1115 Mission Street and the compliance of the project with the Secretary of Interior's Standards for Rehabilitation which is included as **Attachment 8**. Also included as **Attachment 8** is a letter from the applicant's attorney providing a response on behalf of the applicant to each topic of the appeal.

The comments in the appeal address three main topics as discussed below.

### **Appeal Comments and Staff Response:**

*Comment 1. The City failed to comply with the appellant's request in his August 27, 2019 EIR comment letter that the City send him a notice of the availability of the Final EIR and the Planning Commission public hearing on the Project.*

#### Response:

An individual notice of availability of the Final EIR is not required under the Public Resources Code. Additionally, the appellant's "request" for such notice was not made as a special written request, but was included in his comment letter addressing the Draft EIR. Accordingly, the City did not send the requested notice to the appellant; however the availability of the Final EIR and the date, time, and place of the Planning Commission public hearing were noticed pursuant to CEQA and State Planning and Zoning law. The public notice of the Planning Commission hearing was mailed to surrounding property owners, published in the South Pasadena Review, and posted on the City's website in compliance with SPMC Section 36.630.020 Notice of Hearing. The lack of a notice of availability of the Final EIR has not prejudiced the appellant, in any event, as demonstrated by his timely appeal of the Planning Commission's approval of the Project.

CEQA states that the failure of a person to receive a requested notice shall not be construed in any manner that results in the invalidation of an action because of failure to receive the notice, if there has been substantial compliance with CEQA noticing requirements. Further, Government Code Section 65093 specifies the failure of any person or entity to receive notice given pursuant to State law, or pursuant to the procedures established by a chartered city, shall not constitute grounds for any court to invalidate the actions of a local agency for which the notice was given.

In applying the CEQA standard on the lack of receipt of a notice, courts are instructed "to follow the established principle that there is no presumption that error is prejudicial." (PRC, § 21005(b).) This provision has generally been interpreted to mean a determination of prejudice depends on whether legal error hindered accomplishment of CEQA's objectives, rather than whether the error might have affected the outcome of the process. Thus, whether the procedural defect alleged by the appellant resulted in a "prejudicial abuse of discretion" rests on the degree to which it "prevented informed decision making or public participation." Here, where the Lead Agency (City) otherwise provided all notices required by law; where the hearing before the Planning Commission was properly noticed; where the appellant was aware of the environmental review process, having previously submitted comments on the Draft EIR; and where he appealed the Planning Commission's approval of the Project and will be heard by the City Council; there has been no disruption to informed decision making or public participation.

The public notice of the City Council hearing on this appeal was mailed on May 7, 2020 via U.S. Postal Service to the appellant, emailed to the appellant, mailed to surrounding property owners and occupants within a 300-foot radius of the project site, published in the *South Pasadena Review*, and posted on the City's website in compliance with SPMC Section 36.630.020 Notice of Hearing.

*Comment 2. The Project was approved in violation of CEQA and that the Project Final EIR should be revised and re-circulated to address the following arguments submitted by the appellant.*

*a. The EIR Project Description is inadequate because the Project description does not specify whether the 36 new residential dwellings to be constructed would be apartments or condominiums and fails to state the price ranges for the units whether for lease or sale. Sales and pricing information is necessary in order to determine whether the Project meets the stated EIR project objective that construction of the new residential units will contribute toward meeting the City's 2014-2021 Housing Element Update Regional Housing Allocation Need (RHNA) and whether the new units would meet the affordable unit goals.*

Response:

CEQA Guidelines Section 15124 states that a project description "should not supply extensive detail beyond that needed for evaluation and review of the environmental impact." Furthermore CEQA states that evaluation of impacts should consider direct physical changes in the environment which may be caused by the project, and that economic and social changes resulting from a project shall not be treated as significant effects on the environment. The status of the residential units as either apartments or condominiums and their disposition as either for lease or for sale represents an economic characteristic and does not represent a physical effect per CEQA. Therefore the economic characteristics of the units are not necessary information in order to conduct an adequate assessment of environmental conditions. The appellant's comment does not constitute new information necessitating revision of the EIR Project description and recirculation of the EIR.

The appellant's comments incorrectly reference the City's 2014-2021 Housing Element Update in claiming the construction of the new residential units would not meet the EIR

project objective of contributing 36 new residential units toward the City's meeting its RHNA goals for above moderate income residential units. Construction of the Project's residential component would be completed during the upcoming 2021-2029 Housing Element Cycle and therefore will be considered as contributing toward the RHNA adopted for the City for that planning period. The appellant further states that the Project description does not provide the information needed to determine if any of the units will be affordable to very low, low or moderate income households and therefore compliance with General Plan Housing Element Update Policy 3.1, that the City should encourage affordable housing through incentives and approval of planned development permits, cannot be determined. Implementation of Policy 3.1 is a City responsibility and not a policy applicable to individual development projects. There is no obligation on the part of project developers to request or accept any incentives or approval of a planned development permit. Therefore the Project is not inconsistent with the General Plan with respect to this policy. The appellant's comment does not constitute new information necessitating revision of the EIR Project description and recirculation of the EIR.

*b. The Final EIR inaccurately and improperly concluded that the Project will not have significant impact to historic resources, specifically the existing building located at 1115 Mission Street and the historic characteristics of the surrounding area. The appellant disputes the conclusions in the Final EIR that the Project complies with the Secretary of the Interior's Guidelines for Rehabilitation, as required in the Mission Street Specific Plan, and questions the conclusions of the historic resource report prepared by ESA, the applicant's historic resource consultant, included as an attachment in the Final EIR, and peer reviewed by the City's historic resource consultant as part of the CEQA review of the Project.*

Response:

The building at 1115 Mission Street is included in a list of historic structures in the 1996 Mission Street Specific Plan, a 2003 reconnaissance level City-wide historical survey, and the 2015/16 City of South Pasadena Historic Resources Survey, however, the building is designated in those surveys with a CHR status code of "6L, a structure not eligible for listing, but warranting special consideration in the planning process". As part of the City's effort to give special consideration to the structure during the planning process for the Project, the Final EIR evaluated the historic resource status of the building at 1115 Mission Street per CEQA guidelines even though it is not defined by CEQA as a historic resource. The Final EIR concluded that the Project retains the character of the structure as it relates to Mission Street, including the distinctive materials and features of the store front, and the renovation of the building would be implemented consistent with the Secretary of the Interior Standards for Rehabilitation. This conclusion was reached by the applicant's historic resource consultant, ESA, and concurred with by the City's historic resource consultant, GPA, in the cultural resources section of the EIR.

The appellant comments that the conclusion in the Final EIR, stating that the Project will not alter the historical context of the surrounding Mission West Historic District, is confusing. The Final EIR states that Mission Street has been identified by the City in its General Plan as possessing a unique small-town atmosphere and sense of identity though the historic fabric of the structures along it. Because the renovation of the building at 1115 Mission will comply with the Secretary of the Interior Standards for Rehabilitation and the

overall Project has been designed to comply with the Mission Street Specific Plan design guidelines for new buildings in order to complement the historic character of the surrounding historic district, the Project will not adversely affect the character of Mission Street.

The appellant comments dispute the conclusion in the Final EIR that the Project is consistent with the Secretary of the Interior's Standards for Rehabilitation 1, 2, 9 and 10 with respect to the renovation of the building at 1115 Mission Street and includes prior comments submitted for the Draft EIR. The Final EIR includes a detailed report prepared by ESA, the applicant's historic resource consultant describing Project compliance with all 10 of the Secretary of the Interior's Standards, and the City's own expert consultant, GPA, hired to peer review and provide comment on the ESA report, concurred with the conclusions of the ESA report. Additionally, ESA has submitted further detailed analysis of the Project compliance which is included as **Attachment 8**.

The appellant comments that the City has ignored the recommendations in the ESA report that the entire building, including the warehouse portion of the building, should be retained and that the replacement of two windows on the eastern façade should not be undertaken. The ESA report included as an attachment to the Draft and Final EIR does include recommendations regarding the existing features of the building. However, these recommendations do not directly relate to the conclusions on the significance of the impacts of the proposed modifications to the building. In fact, the report specifically states that "alterations to some contributing features may not adversely impact the Subject Property's potential eligibility as a historical resource". The Final ESA report concluded that the Project would not alter the classification of the structure as "6L CHR status code." Accordingly, the Project would not cause a substantial adverse change in the historical significance of the structure. The City's own expert consultant, GPA, hired to peer review and provide comment on the ESA report, concurred with the conclusion that the Project would not adversely change the features of the building that may contribute to historic significance of the building, and the Project would meet the Secretary of the Interior's Standards. For the reasons stated above, the appellant's comments do not constitute new information necessitating revision of the EIR and recirculation of the EIR.

*Comment 3. The Project is inconsistent with Goals 7 and 9 of the General Plan related to Historic Resources and Policy 3.1 of the 2014-2021 General Plan Housing Element Update.*

Response:

The first comments address Goals 7 and 9 of the General Plan which call for the City to "preserve South Pasadena's historic character, scale, and 'small town' atmosphere" and "conserve and preserve the historic "built" environment of the City by identifying the architectural and cultural resources of the City, encouraging their maintenance and/or adaptive reuse, and by developing guidelines for new and infill development assuring design compatibility." The City has given special consideration in the planning of the Project to conserve and preserve the historic character of the building at 1115 Mission Street by requiring that the renovation be undertaken in compliance with the Secretary of the Interior Standards for Rehabilitation and by incorporating a condition of approval as part of the Project putting in place assurances that construction drawings for the Project

comply with the Secretary of Interiors Standards for Rehabilitation. The Project also complies with the Mission Street Specific Plan design guidelines for new infill mixed-use development enacted to ensure new development projects would not adversely compromise the historic character, scale, and “small town” atmosphere of the City exhibited by the existing built environment on the portion of Mission Street containing the Project site. Furthermore, the Project enables the City to implement the General Plan policies for the City to encourage the adaptive reuse of the historic structures.

The second comment states that the Final EIR fails to analyze the Project’s consistency with the General Plan Housing Element Update policy 3.1 “Promote mixed-use developments by continuing to allow development of residential uses above commercial uses in the GC zoning district and the MSSP zoning district and encourage the development of affordable housing within the residential component of mixed use projects through the use of affordable housing incentives and planned development permits as provided for in the City’s Zoning Code. Conduct early consultations with developers of mixed- use projects to encourage the development of affordable housing units in these projects.” Implementation of Policy 3.1 is a City responsibility and not a policy applicable to individual development projects. There is no obligation on the part of project developers to request or accept any incentives or approval of a planned development permit. Therefore the Project is not inconsistent with the General Plan with respect to this policy. The Project has not impeded the City’s efforts in the implementation of this this policy as the Project is proposed as a mixed-use development within the MSSP zoning district and the applicant has declined to request that the City grant incentives or a planned development permit for the Project.

### **Legal Review**

The City Attorney has reviewed this Staff Report.

### **Fiscal Impact**

The proposed project would provide new retail and dining facilities in the City, serving to attract new consumers to the area as well as offering convenient retail facilities to future project residents and existing residents of the City. As a result the project has the potential to generate new sales tax revenues to the City.

### **Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the agenda and reports on the City’s website, publication of a notice in the South Pasadena Review, mailings to properties within a 300-foot radius of the subject property and mailing and emailing to Mr. Mitchell Tsai, Attorney at Law.

### **Public Comment**

One public comment was received in support of the Planning Commission’s approval of the Mission Bell Mixed-Use project. The comment letter is included as **Attachment 10**.

### **Attachments**

1. CC Resolution 20-\_\_\_\_ and Conditions of Approval
2. P.C. Resolution 20-01, Conditions of Approval, and Approval Letter
3. Applicant statement

4. February 11, 2020 Planning Commission report and attachments
5. Mission Bell Final EIR (delivered electronically)
6. Appeal form and Comments
7. City's Response to Comments from the Appellant
8. Applicant's Response to Comments from Appellant
9. Project Plans
10. Public Comment

# **AGENDA ITEM NO. 20**

## **Appeal of the Planning Commission Decision (Project No. 2311 – Appeal) – to Approve the Mission Bell Mixed-Use Project located at 1101-1115 Mission Street (APNs 5315-008-043 and -045)**

Due to the size of Agenda Item No. 20, the staff report along with all attachments has been posted separately online.

You may access (view) Agenda Item No. 20 Staff Reports and attachments at:

<https://www.southpasadenaca.gov/government/city-council-meetings/2019-council-meetings-copy>



# City Council Agenda Report

ITEM NO. 21

**DATE:** May 20, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Joanna Hankamer, Director of Planning and Community Development  
Margaret Lin, Manager of Long Range Planning and Economic Development

**SUBJECT:** **Adoption of a Resolution Establishing a Vehicle Miles Traveled Methodology Developed in Accordance with the California Environmental Quality Act Transportation Impact Analysis Requirements**

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## **Recommendation**

It is recommended that the City Council adopt the proposed Resolution establishing a Vehicle Miles Traveled (VMT) Methodology developed in accordance with the California Environmental Quality Act (CEQA) Transportation Impact Analysis requirements while maintaining the use of Level of Service (LOS) to analyze and mitigate transportation impacts.

## **Commission Review and Recommendation**

On May 12, 2020, this matter was reviewed by the Planning Commission; the Commission appreciated the information and was generally supportive of the use of VMT methodology and of maintaining LOS analysis for local utility.

## **Discussion/Analysis**

In 2019, the State Office of Planning and Research (OPR) and the Natural Resources Agency issued new CEQA Guidelines for analyzing transportation impacts. The new rules require the measurement of transportation-related impacts using “Vehicles Miles Traveled” or VMT instead of “Level of Service” or LOS. VMT measures the per capita number of car trips generated by a project and distances cars will travel to and from a project, and is meant to measure the environmental impacts of related greenhouse gas emissions, for example, rather than traffic congestion or delays. In the past, transportation impacts were measured according to CEQA using the metrics of congestion by LOS, which evaluated impacts to street capacity, vehicle flow and delay. The prior metric focused only on the ability of vehicles to move through the streets efficiently. In contrast, the new VMT metrics are intended to evaluate the ability of a project to reduce vehicle traffic, create capacity, and incentivize alternative modes of travel such as transit, bicycle, and walking with the goal of reducing overall greenhouse gas emissions. While traffic congestion will no longer be considered an environmental impact, the City has the ability to maintain the use of LOS to continue to analyze and mitigate local transportation impacts.

By July 1, 2020, all CEQA lead agencies, including the City of South Pasadena, must utilize a VMT based methodology when analyzing a project’s transportation impacts under CEQA. The proposed VMT methodology would establish the following VMT thresholds in place of the existing LOS thresholds for CEQA analyses only. If adopted, the proposed VMT methodology, using the Southern California Association of Governments (SCAG) Travel Demand Model as a tool to determine baseline conditions, will be used for CEQA review for all eligible land use plans, land development projects, and transportation projects submitted after July 1, 2020. In addition, the City will continue to utilize LOS analysis outside of CEQA, in concurrence with the Public Works Department, to identify a project’s traffic impacts on the City’s transportation network and the mitigation measures for the identified impacts for local traffic improvements.

The State’s goal in changing CEQA transportation impact analysis from LOS to VMT was to promote the reduction of greenhouse gas emission, the development of multimodal transportation networks, and a diversity of land uses. Projects that are located in areas that produce lower VMT and projects located near transit stops would be able to be screened from CEQA transportation analysis and could be presumed to have less than significant impacts. This exemption from CEQA transportation analysis could encourage development near existing transit, destinations (such as job centers or entertainment destinations), or areas that have a greater amount of active transportation infrastructure. The vast majority of the City is located either within a lower VMT area or near transit. This would mean that most new development projects would not have to perform a separate CEQA Transportation Analysis; but would only need to conduct the LOS analysis in concurrence with the Public Works Department to evaluate local transportation impacts.

| <b>Project Type</b> | <b>Transportation Impact Analysis Methodology</b>  | <b>Threshold of Significance</b>  | <b>Cumulative Threshold of Significance</b>   |
|---------------------|--|---|---|
| Land Use Plans      | Total VMT of the land use plan area will be divided by population or service population (population plus employees). | A significant impact would occur if the VMT per capita or service population for the land use plan exceeds the baseline VMT per population or service population. | A cumulative significant impact would occur if the plan is determined to be inconsistent with the SCAG Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS). |

| Project Type              | Transportation Impact Analysis Methodology   | Threshold of Significance  | Cumulative Threshold of Significance   |
|---------------------------|--|--|--|
| Land Development Projects | VMT per capita for residential projects, VMT per employee for employment projects (retail, office, industrial), and VMT per service population for mixed-use projects.<br><br><i>*Specific project types may not necessitate a detailed Transportation Impact Analysis if they can demonstrate a Less Than Significant Impact.</i> | A significant impact would occur if the project VMT per capita, per employee or per service population is higher than the Los Angeles County average.        | A cumulative significant impact would occur if the project is determined to be inconsistent with the SCAG RTP/SCS. |
| Transportation Projects   | SCAG Model for forecasting the change in VMT.  | A significant impact would occur if the transportation project would increase the total baseline VMT in the City (not indexed to population nor employment). | A cumulative significant impact would occur if the project is determined to be inconsistent with the SCAG RTP/SCS. |

**Next Steps**

1. July 1, 2020 - effective date of VMT methodology requirement. Any project that does not have a certified environment document by June 30, 2020 would need to utilize the new VMT methodology for CEQA analysis.
2. 2021 – After further development of the plans, VMT Thresholds of Significance must be established and adopted for the 2020 General Plan Update and Downtown Specific Plan (DTSP), as required by State Law and to ensure consistency with the General Plan and DTSP policies.

**Background**

The City currently utilizes LOS to analyze CEQA-related transportation impacts, which measures traffic delay and capacity. In 2013, Governor Brown signed Senate Bill 743 (SB 743, Steinberg) to change the way transportation impacts are analyzed under CEQA. The goal of SB 743 was to better align transportation impacts analyzes with the state’s goals of reducing greenhouse gas emissions and promoting multimodal transportation networks. In 2019, OPR certified and adopted the CEQA Guidelines to implement SB 743. The new CEQA Guidelines replaced the use of LOS with VMT and requires local jurisdictions to adopt VMT thresholds by July 1, 2020. However, the City will adopt more localized thresholds related to its pending General Plan Update and will continue to utilize LOS analysis outside of CEQA, in concurrence with the Public Works Department, to identify the projects’ traffic impacts on the City’s

transportation network and the mitigation measures for the identified impacts for local traffic improvements.

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

There is no fiscal impact.

**Environmental Analysis**

This item proposes the adoption of a new Transportation Impact Analysis metrics in compliance with CEQA and SB 743.

**Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Resolution to Establish a Vehicle Miles Traveled Methodology
2. Vehicle Miles Traveled Transportation Impact Analysis Methodology

**ATTACHMENT 1**  
**RESOLUTION ESTABLISHING A VEHICLE MILES**  
**TRAVELED TRANSPORTATION IMPACT ANALYSIS**  
**METHODOLOGY**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
ESTABLISHING A VEHICLE MILES TRAVELED  
METHODOLOGY IN ACCORDANCE WITH THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT TRANSPORTATION  
IMPACT ANALYSIS REQUIREMENTS**

**WHEREAS**, Governor Edmund G. Brown signed Senate Bill 743 (SB 743) in 2013, which directed the Office of Planning and Research (OPR) to develop updated criteria for measuring transportation impacts using alternative metrics that promote a reduction in greenhouse gases, the development of multimodal transportation, and a diversity of uses; and

**WHEREAS**, OPR released the Proposed Updates to the California Environmental Quality Act (CEQA) Guidelines in November 2017; and

**WHEREAS**, the Natural Resources Agency released the Final Statement of Reasons for Regulatory Action Amendments to the State CEQA Guidelines in November 2018; and

**WHEREAS**, the Office of Administrative Law approved the CEQA Guidelines on December 28, 2019; and

**WHEREAS**, CEQA Guideline Section 15064.7(b) allows lead agencies to adopt thresholds of significance for the lead agency's general use in its environmental review process; and

**WHEREAS**, the proposed Vehicle Miles Traveled Methodology was developed in accordance with the CEQA Transportation Impact Analysis requirements.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** Adopts the proposed Vehicle Miles Traveled Methodology for transportation-related environmental impacts in the City's projects, pursuant to CEQA.

**SECTION 2.** Continue to utilize Level of Service analysis outside of CEQA, in concurrence with the Public Works Department, to identify the projects' traffic impacts on the City's transportation network and mitigation measures for the identified impacts for local traffic improvements.

**SECTION 3.** The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

**PASSED, APPROVED AND ADOPTED ON** this 20<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Robert S. Joe, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 20<sup>th</sup> day of May, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

**ATTACHMENT 1**  
**DRAFT VEHICLE MILES TRAVELED TRANSPORTATION**  
**IMPACT ANALYSIS METHODOLOGY**

**City of South Pasadena**  
**Transportation Impact Analysis Methodology Guidelines**

May 6, 2020

## Introduction

The following Transportation Impact Analysis Methodology was developed on behalf of the City of South Pasadena (City) to address the 2019 amendments to the California Environmental Quality Act (CEQA) Guidelines made by the Natural Resources Agency as required by Senate Bill 743 (SB 743).

The primary change to CEQA guidelines includes the prohibition of traditional traffic operations analysis metrics of roadway delay or capacity as described by “Levels of Service (LOS)” with a recommended metric of Vehicle Miles Traveled (VMT) indexed to population and/or employment. This transitions the environmental analysis of a Project’s effect on the transportation system from how it affects congestion on facilities, such as intersection or roadway lanes, to the average distance traveled by vehicles. The change to VMT is tied to Greenhouse Gas (GHG) emissions and supports the GHG reduction goals of the California Global Warming Solutions Act of 2006 (Assembly Bill 32).

For the purposes of CEQA Transportation Impact Analysis the City will utilize measures of VMT per capita, per employee, and per service population (residents plus employees). However, the City will continue to maintain the use of LOS traffic analysis guidelines to assess project impacts and mitigation measures for all projects. This will require a separate traffic study, beyond the appropriate CEQA document.

The Transportation Impact Analysis Methodology is divided into two sections: one for CEQA Transportation Impact Analysis and one for Local Traffic Assessment and Mitigation Measures.

## CEQA Transportation Impact Analysis Methodology

Section 15064.3 of the CEQA guidelines (Appendix G) required that projects be assessed for how they would affect the four criteria listed below:

### XVII. TRANSPORTATION

Would the project:

- a. Conflict with a program plan, ordinance or policy-addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?
- b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?
- c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
- d. Result in inadequate emergency access?

SB 743 establishes updates to Section 15064.3 and includes the following requirements:

- Identifies vehicle miles traveled (amount and distance of automobile traffic attributable to a project) as the most appropriate measure of transportation impacts;
- Declares that a project's effect on automobile delay shall not constitute a significant environmental impact;
- Creates a rebuttable presumption of no significant transportation impacts for (a) land use projects within one-half mile of either an existing major transit stop<sup>1</sup> or a stop along an existing high quality transit corridor, (b) land use projects that reduce VMT below existing conditions, and (c) transportation projects that reduce or have no impact on VMT;
- Allows a lead agency to qualitatively evaluate VMT if existing models are not available; and
- Gives lead agencies discretion to select a methodology to evaluate a project's VMT, but requires lead agencies to document that methodology in the environmental document prepared for the project.

The following Transportation Impact Analysis Methodology for land use plans, land development projects, and transportation projects was established as a standard for the City to assess the transportation impacts of projects under CEQA.

Projects would be first reviewed to determine if there is potential for significant environmental impacts using screening criteria. Based on the screening analysis, the Director of Public Works will make the determination if a VMT transportation analysis is required as part of CEQA documentation.

### Methodology for Land Use Plans

#### Transportation Impact Analysis

For plans that would change population and/or employment, the Southern California Association of Governments (SCAG) model will be used to forecast the change in VMT. The model parameters will be determined by the Director of Public Works prior to analysis. The total VMT of the land use plan area will be divided by population (per capita) and service population (population plus employees). The comparison will use the same model year for both scenarios (e.g., a land use plan with a buildout of 2040 would be compared to a baseline year 2040 no project scenario). The baseline model scenario VMT per population and service population will also be reported in the analysis, but will not be used to

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<sup>1</sup> A "major transit stop" is a rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

determine potential significant environmental impacts. However, the City will require projects to analyze LOS, apart from CEQA, to identify appropriate mitigation measures.

### Threshold of Significance

A significant impact would occur if the VMT per capita or service population for the land use plan exceeds the VMT per population or service population of the baseline.

### Cumulative Threshold of Significance

A cumulative significant impact would be the same as the project-level impact since the analysis includes all regional land use and transportation cumulative conditions.

## Methodology for Land Development Projects

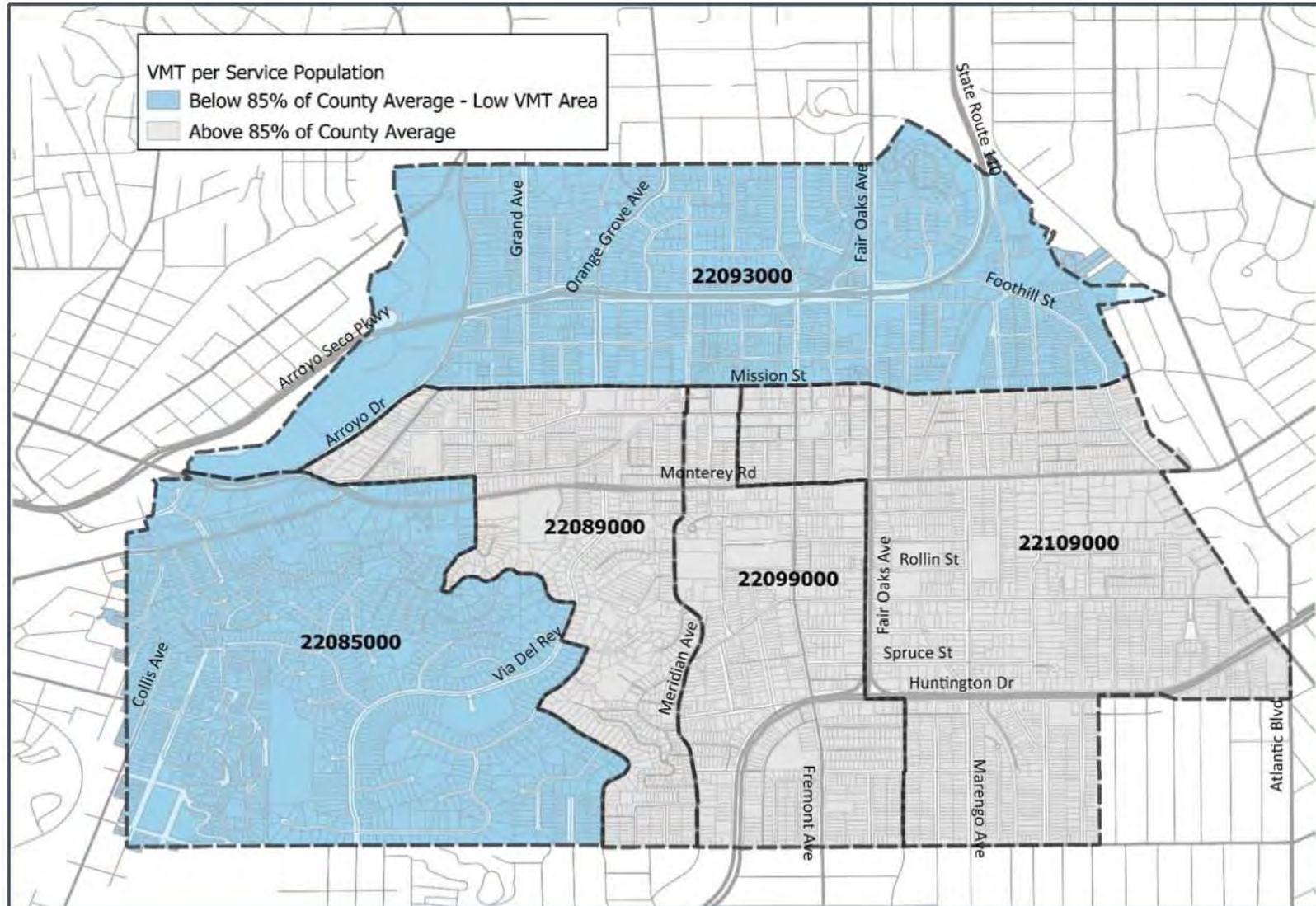
### Screening Analysis

Land use development projects will use the below screening thresholds to determine if a detailed CEQA Transportation Impact Analysis is necessary. Projects that do not meet the screening thresholds will be presumed to cause a less than significant CEQA transportation impact and will not require a detailed transportation impact analysis. The project applicant will be required to submit their screening threshold findings to the Director of Public Works for concurrence.

Land Use Development Screening Thresholds:

- a) **Small Project Size** – projects that would generate fewer than 100 trips per day. Applications may use the latest version of the Institute of Transportation Engineers (ITE) Trip Generation Manual to calculate the number of trips from their proposed project. For example, based on the latest ITE Trip Generation Manual, fewer than 100 daily trips would result from a 13-unit apartment building (ITE code 220), a 30 unit attached senior housing development (ITE code 252), or a 10,000 square foot office (ITE code 710). As with other types of transportation analysis, the trip generation of the current uses would be removed from the proposed project so only net trips are assessed for the screening determination.
- b) **Low VMT Area** – projects consistent with the General Plan and any relevant Specific Plan and located in areas of the City calculated to have low VMT per capita or per service population. Based on an analysis using the SCAG Travel Demand Model, two Traffic Analysis Zones (TAZ) located in the western and northern parts of the City (shown in blue in Figure 1) have VMT per service population below 85 percent of the Los Angeles County averages (TAZs 22085000 and 22093000).

Figure 1: City of South Pasadena Low VMT TAZs



- c) **Within a Transit Priority Area** – projects within ½ mile of the five major transit stops in the City would be screened from analysis unless they have a floor area ratio of less than 0.75, include more parking than required by the City, are inconsistent with the SCAG RTP/SCS, or replace affordable housing units with a smaller number of moderate or high income residential units.

The five major transit stops in the City include:

- 1) Huntington Drive / Fair Oaks Avenue / Marengo Avenue intersection bus stops
- 2) Huntington Drive / Atlantic Boulevard / Garfield Avenue intersection bus stops
- 3) Fair Oaks Avenue / Mission Street intersection bus stops
- 4) Fair Oaks Avenue / Glenarm Street intersection bus stops (located within the City of Pasadena)
- 5) South Pasadena Metro Gold Line Station

The transit priority areas of the City form a contiguous area encompassing most of eastern South Pasadena including the Downtown Specific Plan areas along Mission Street and Fair Oaks Avenue and the Neighborhood Centers along Huntington Drive at Garfield Avenue, Fletcher Avenue, and Fremont Avenue. Figure 2 shows a map of the parcels within the transit priority areas of the City in blue.

Project applicants should include their specific location within the transit priority areas since CEQA guidelines require the City to consult with public transit agencies with facilities within one-half mile of the proposed project regardless of whether the project could affect those facilities and regardless of whether the agency is preparing a negative declaration or an environmental impact report.

A map combining the low VMT TAZs and the transit priority areas is shown in Figure 3.

Figure 2: City of South Pasadena Transit Priority Areas

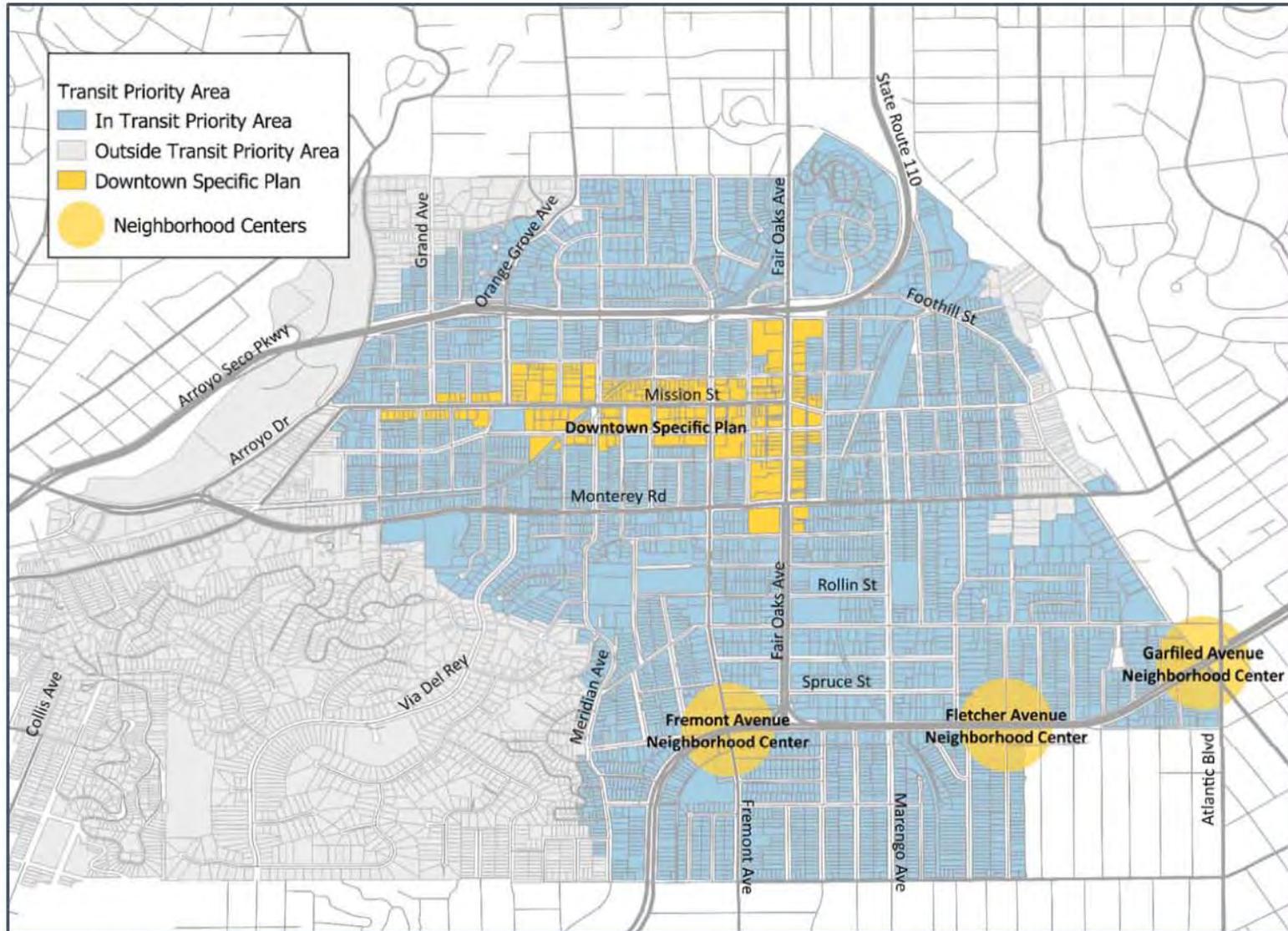
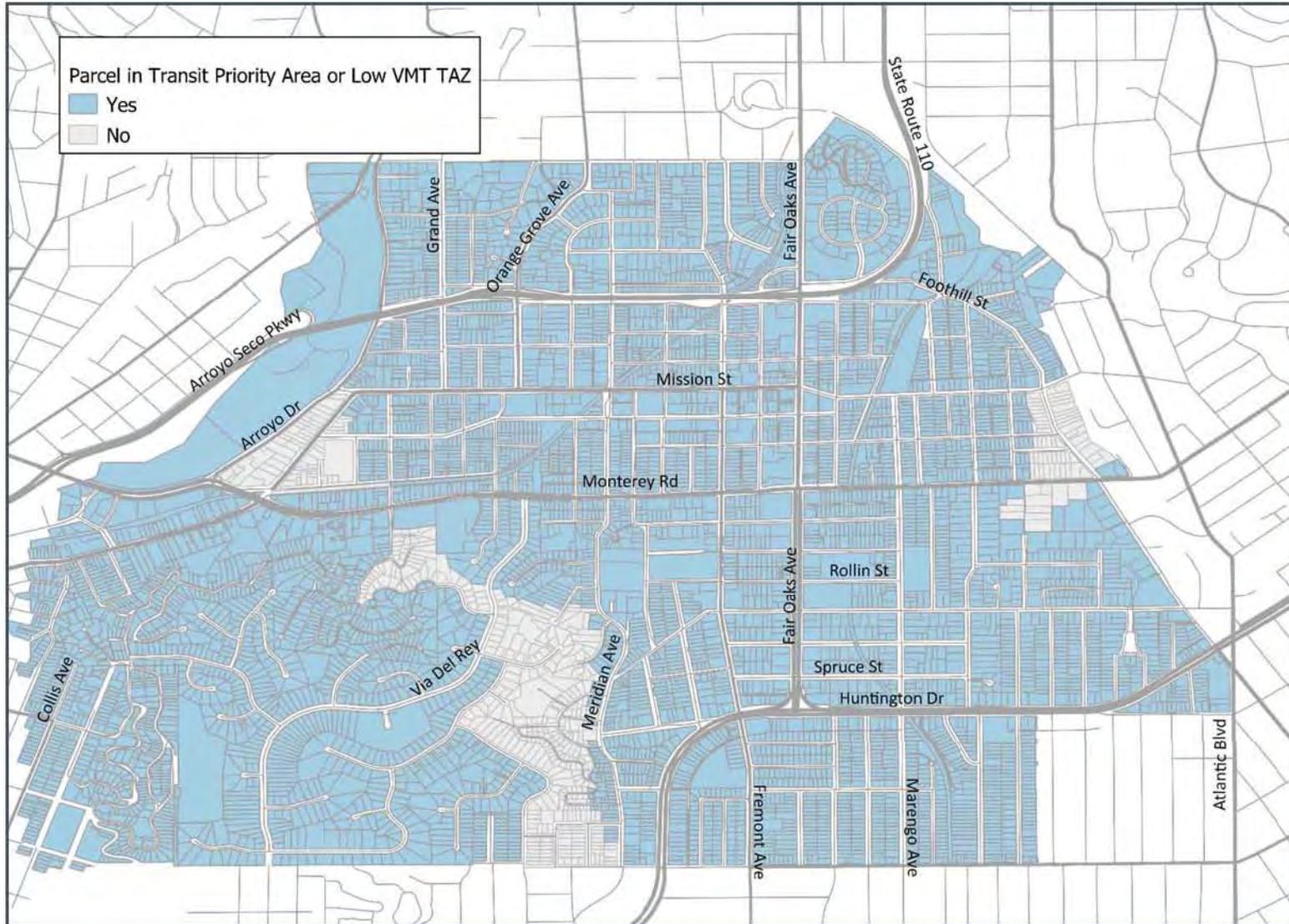


Figure 3: City of South Pasadena Transit Priority Areas and Low VMT TAZs



- d) **Retail Projects** – Retail projects of less than 50,000 square feet. New neighborhood-serving retail typically redistributes shopping trips rather than creating new trips. Retail projects with less than 50,000 square feet outside of the Downtown Specific Plan are considered to be local serving retail for the adjacent community.
- e) **Affordable Housing** – Portions of developments that include below market-rate housing. Adding affordable housing to transit-rich, infill areas generally improves job-housing balance and access. Therefore, the City will find a Less Than Significant-Impact for development projects with a majority of affordable housing (over fifty percent) and the portions of a development project with less than fifty percent affordable housing.
- f) **Redevelopment Projects** – Replacement of an existing land use with a land use that generates less VMT than its previous use. Based on the average trip lengths within the project TAZ and the trip generation of the existing development and proposed project, a project applicant can demonstrate if their proposed project leads to a net overall increase or decrease in VMT. Demonstration of a net decrease in VMT would screen the project from CEQA Transportation Impact Analysis.
- g) **Community Serving Projects** – Similar to the screening of retail projects, municipal projects such as schools, parks, community centers, libraries and other community-serving uses would be intended for local use and would be presumed to have a Less Than Significant Impact on transportation based on the discretion of the Public Works Department.

### Transportation Impact Analysis

Projects not screened as Less Than Significant Transportation Impacts would be required to undergo a CEQA Transportation Impact Analysis. The SCAG Travel Demand Model or other similar models as approved by the Director of Public Works will be used to determine the project's VMT. The VMT will be presented as VMT per capita for residential projects, VMT per employee for employment projects (retail, office, industrial), and VMT per service population for mixed-use projects. Project VMT may be determined through new model runs or by using the VMT per capita, employee, or service population for the current land uses in the model TAZ that would contain the proposed project.

Notwithstanding above, projects that will produce 100 or more trips will be required to provide a LOS analysis of the roadways segments and interactions as defined by Director of Public Works to determine the operational impact as per City's LOS impact criterion, and the projects will be required to address the identified operational impacts. The LOS requirements and associated mitigation measures for projects producing less than 100 trips will be determined by Director of Public Works, and the projects will be required to address the identified operational impacts.

Projects will be required to pay for the LOS analysis and the traffic study to determine the project impacts on the roadways and required mitigation measures. The LOS studies will be managed by Public Works Department and the costs will include 15 percent administrative charges for staff time.

### Threshold of Significance

A significant impact would occur if the project VMT index per capita, per employee, or per service population is higher than the Los Angeles County VMT index average.

### Cumulative Threshold of Significance

Similar to the project significance determination, a significant cumulative impact would occur if the project VMT per capita, per employee, or per service population is higher than the Los Angeles County average. This is because analysis of a project's VMT is a cumulative analysis of the incremental effect of the project considered in connection with the effects on past, current and future projects.

## Methodology for Transportation Projects

### Screening Analysis

Transportation projects not expected to increase VMT (such as intersection turn lanes, signalization, bicycle, pedestrian, or transit projects), as determined by the City's Public Works Department, would be presumed to have a Less Than Significant CEQA Transportation Impact.

### Transportation Impact Analysis

For transportation projects that the Director of Public Works anticipates will have a potential to increase VMT (such as roadway widening projects), a VMT analysis using the SCAG Travel Demand model to estimate the total VMT in the City before and after the project opening will be used. Transportation projects not expected to increase VMT (such as intersection turn lanes, signalization, bicycle, pedestrian or transit projects) would be presumed to have a Less Than Significant CEQA Transportation Impact.

### Threshold of Significance

A significant impact would occur if the transportation project would result in an increase to the total baseline VMT in the City (not indexed to population nor employment).

### Cumulative Threshold of Significance

Similar to the project significance determination, a significant cumulative impact would occur if the project would increase the total VMT in the City over cumulative baseline conditions. This is because analysis of a project's VMT is a cumulative analysis of the incremental effect of the project considered in connection with the effects on past, current and future projects.

## Mitigation Measures

If a significant transportation impact is identified for a project, it will be the Project applicant's responsibility to submit a Transportation Demand Management Plan (TDM) a mitigation measure plan to reduce impacts to Less Than Significant. Options include provision of on-site transportation infrastructure, on-site transportation demand management, off-site infrastructure improvements including roadway improvements for active transportation and multimodal infrastructure, or off-site multimodal improvements. The Director Public Works will review, make necessary changes and approve the TDM plan. To ensure the plan is producing the desired VMT reduction goals, the property owner will be required to monitor the results of the plan, collect necessary data and submit annual updated TDM plan. If the TDM plan fails to reduce VMT, the plan will then be updated to include additional measures and submitted to Director Public Works for approval.

## Local Traffic Assessment Methodology

Local Traffic Assessment is required by the Public Works Department based on its responsibility to provide safe and efficient public roadway infrastructure and facilities within the City. The assessment is separate from the environmental documentation required under CEQA.

The Local Traffic Assessment (Traffic Study) will include identification of the Project site and study area; the Project description; determination of daily, AM peak hour and PM peak hour trip generation; and applicable analysis and findings. The methodology and analysis will be documented in a Local Traffic Assessment Report. If adverse operational impacts are determined to occur through the local traffic assessment and study, the project applicant will be required to mitigate these impacts to less than adverse through additional project components. The mitigation measures will require approval from the Director of Public Works. The report will be reviewed by the Director of Public Works prior to submission to the Planning Commission or City Council.

The traffic study will be managed by Public Works Department. The property owner will be required to pay the costs associated with the actual study plus 15 percent administrative fees to cover the staff time.

Based on consultation with the Public Works Department, the following assessments may be required of project applicants.

### Signalized Intersections

The intersection average control delay will be calculated using the most recent Highway Capacity Manual (HCM) methodology. **Table 1** presents the range of HCM average intersection delay associated with each grade for signalized intersections.

**Table 1: Level of Service Definitions for Signalized Intersections**

| LOS | Control Delay in Seconds |
|-----|--------------------------|
| A   | ≤ 10                     |
| B   | > 10-20                  |
| C   | > 20-35                  |
| D   | > 35-55                  |
| E   | > 55-80                  |
| F   | > 80                     |

A project-related local impact would occur at a signalized study intersection if the addition of project-generated trips reduces the peak hour LOS of the study intersection from an acceptable operation (LOS A, B, C, or D) to a deficient operation (LOS E or F). A local project-related impact would occur at a signalized study intersection already operating deficiently (LOS E or F) prior to project traffic if the addition of project traffic increases the critical movement delay by four (4) or more seconds. The project study area will be defined by the Director of Public Works. Typically, signalized intersections that would experience more than 10 peak hour project trips (total of all approaches) would be included as study locations.

### Unsignalized Intersections

Local impacts occur with the addition of project traffic causes the average intersection delay for all-way stop controlled intersection or the worst movement for side-street stop-controlled intersections to degrade to LOS E or LOS F and the intersection satisfies any traffic signal warrant from the latest edition of the California Manual on Uniform Traffic Control Devices (CA-MUTCD). The delay (in seconds) will be calculated with the latest Highway Capacity Manual intersection analysis methodology. **Table 2** presents the range of HCM average intersection delay associated with each grade for unsignalized intersections.

**Table 2: Level of Service Definitions for Unsignalized Intersections**

| LOS | Control Delay in Seconds |
|-----|--------------------------|
| A   | ≤ 10                     |
| B   | > 10-15                  |
| C   | > 15-25                  |
| D   | > 25-35                  |
| E   | > 35-50                  |
| F   | > 50                     |

### Signal Warrant

The addition of a traffic signal may be justified when traffic operations fall below acceptable thresholds or when one or more signal warrants are satisfied; through analysis using the warrants included in the CA-MUTCD.

### Queuing

A local project-related impact would occur when the proposed project traffic causes the 95th percentile queue in a left or right turn lane/pocket to extend beyond the turn pocket by 25 feet or more into adjacent traffic lanes that operator separately from a left or right turn length. When the vehicle queue length already exceeds that turn lane/pocket length, a queuing deficiency would occur if project traffic lengthens the queue by 25 feet or more. Queuing analysis methodology must be approved the Public Works Department.